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Canada - External Affairs, Dept 9

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(CANADA)

TREATY SERIES, 1944

No. 1-42

EXCHANGE OF NOTES

(November 5 and 25, 1943, and January 17, 1944)

BETWEEN

CANADA

AND

THE UNITED STATES OF AMERICA

RECORDING AN AGREEMENT

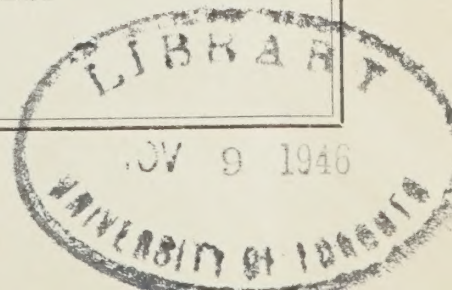
ON THE CONSTRUCTION AND OPERATION
OF RADIO BROADCASTING STATIONS
IN NORTHWESTERN CANADA

In Force January 17, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1946

Price: 25 cents.





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CANADA

TREATY SERIES, 1944

No. 1

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(November 5 and 25, 1943, and January 17, 1944)

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RECORDING AN AGREEMENT

ON THE CONSTRUCTION AND OPERATION
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SUMMARY

Page

- I. Note, dated November 5, 1943, from the United States Chargé d’Affaires to Canada, to the Under-Secretary of State for External Affairs of Canada 3
- II. Note, dated November 25, 1943, from the Under-Secretary of State for External Affairs of Canada, to the United States Ambassador to Canada. 4
- III. Note, dated January 17, 1944, from the United States Chargé d’Affaires, to the Under-Secretary of State for External Affairs of Canada 6

EXCHANGE OF NOTES (NOVEMBER 5 AND 25, 1943, AND JANUARY 17, 1944) BETWEEN CANADA AND THE UNITED STATES OF AMERICA RECORDING AN AGREEMENT REGARDING THE CONSTRUCTION AND OPERATION OF RADIO BROADCASTING STATIONS IN NORTHWESTERN CANADA.

I

*The United States Chargé d'Affaires to Canada
to the Under-Secretary of State for External Affairs of Canada*

LEGATION OF THE UNITED STATES OF AMERICA

Ottawa, November 5, 1943.

Dear Mr. Robertson:

I understand that the Northwest Service Command, United States Army, feels a need for small broadcasting stations at several isolated garrisons in the Northwest Command. These stations would be similar to those established at various posts in Alaska and in the United Kingdom which are supplied with non-commercial entertainment program material by the Special Service Division, Army Service Forces.

Although there would be no aspect of competition with the Canadian Broadcasting System due to the isolated locations, a special problem has arisen in complying with Canadian laws and policies. As the stations would be operated by military personnel under the direct control of the local commanding officer, effective supervision of the operation could be exercised only through military channels. In order to ensure compliance with Canadian laws and to assure that the stations would be operated in such a manner as to serve the local populace in strict accordance with the desires of the appropriate Canadian authorities, a proposed draft of authorization which would be issued by the Secretary of War if the Canadian Government were to approve the proposal, is enclosed herewith. I have been directed to bring this matter to your attention with the request that the Canadian Government approve the installations as outlined in the enclosure hereto. At the same time I have been directed to say that any stations placed in operation under the authority, if granted, would be closed at any time on the request of the Canadian Government, and in any event, upon the removal of the garrison or the establishment of regular broadcasting facilities. In addition, the United States War Department has said that it would be immediately responsible to the desires of the Canadian Government in any questions arising out of the operation of the proposed stations.

I understand informally that this desire of the Northwest Service Command has been made known to you through Brigadier General W. W. Foster, and that the War Committee of the Cabinet has approved it in principle. If there is any further information you desire in order to reach a final decision in this matter, I should appreciate being informed.

Yours sincerely,

LEWIS CLARK,
Chargé d'Affaires ad interim.

Enclosure

Subject: Military Radio Broadcasting Stations

Commanding General
Northwest Service Command
c/o Postmaster
Seattle, Washington.

1. Reference is made to your letter of 28 September 1943, addressed to the Special Service Division, Information Branch, Radio Section, Los Angeles, California, subject: "Military Radio Broadcasting Stations." With the consent and during the pleasure of the Canadian Government, you are authorized to establish armed forces radio broadcasting stations at Whitehorse, Fort Nelson, Watson Lake, Simpson, Normal Wells, and Northway.

2. The operation of these radio broadcasting stations will be subject to the following conditions:

(a) All applicable provisions of the Canadian Broadcasting Act of 1936, the Radio Act of 1938, and regulations made thereunder shall be observed.

(b) Program material will be restricted to transcriptions prepared for armed forces of the United Nations by the Special Service Division, Army Service Forces, local talent programs of a strictly entertainment character, and such Canadian programs as may be made available by Canadian Government agencies.

(c) Every assistance will be rendered Canadian Government authorities in the provision of wire circuits and other facilities which may be required for the delivery of news or other programs desired by them.

(d) A diligent and continuing survey of public reaction to programs will be maintained to the end that no criticism of any character will be permitted to develop.

(e) The local commanding officer will be held strictly accountable for the exercise of good taste and propriety in the selection of program material and for the complete avoidance of commercialism, sectarianism, and editorializing on political or controversial subjects.

3. Technical details such as power and the choice of frequency, etc., will be arranged through the direct channel established between the Controller of Radio, Military Transport, and the Office of the Chief Signal Officer in the same manner as for all other Army Radio facilities in Canada.

By Order of the Secretary of War.

II

*The Under-Secretary of State for External Affairs of Canada
to the United States Ambassador to Canada*

DEPARTMENT OF EXTERNAL AFFAIRS

Ottawa, November 25, 1943.

Dear Mr. Atherton:

I should like to refer to Mr. Clark's letter of November 5, 1943, in which permission is requested by the United States Government to construct and operate certain radio broadcasting stations in Northwestern Canada.

I am pleased to inform you that the Canadian Government agrees to the construction and operation, by the Government of the United States, of radio broadcasting stations at Whitehorse, Watson Lake, Fort Nelson, Simpson and Norman Wells, subject to the following conditions:

(1) that the stations will be operated directly by the United States Government, and for the sole purpose of bringing entertainment and information to United States and Canadian military and civilian personnel;

(2) that the radio stations will be subject to the provisions of the Canadian Broadcasting Act, 1936, the Radio Act, 1938, the Regulations made under these Acts, and to all other applicable laws and regulations in force in Canada; provided that no fee or tax shall be paid by the United States Government to the Canadian Government in connection with the operation of these stations;

(3) that each station will be operated in accordance with the terms of an annual renewable permit to be issued by the Department of Transport;

(4) that authorization for the operation by the United States Government of the stations may be cancelled at any time by the Canadian Government, and in any case such authorization for operation shall cease with the termination of the war;

(5) that the stations may be used for the broadcasting of Canadian programs and in particular of Canadian news programs, it being understood that the amount of time to be set aside for Canadian programs will be subject to agreement between the Special Commissioner for Defence Projects in the Northwest, and the Commanding Officer of the United States Northwest Service Command;

(6) that the United States Government will make available to the Canadian Government its wire services for the transmission of Canadian news and Canadian programs to the stations;

(7) that the sites, frequencies, power, call letters and other technical details concerning the stations shall be subject to the approval of the Department of Transport and shall be arranged directly through the channel already established between the Controller of Radio of the Department of Transport, Ottawa, and the office of the Chief Signal Officer, Washington, in the same manner as for all other radio facilities of the United States Armed Forces in Canada. Any or all necessary changes in the foregoing particulars shall be dealt with through the same channel;

(8) that the stations will be dealt with after the war in accordance with the exchange of notes of January 27, 1943, between Canada and the United States, covering the post-war disposition of United States defence facilities in Canada;

(9) that any land or leasehold required by the United States Government as sites for the stations shall be acquired by the Canadian Government in its name, and shall be made available to the United States Government without charge.

I trust that the foregoing arrangements will be acceptable to the United States Government.

Yours sincerely,

N. A. ROBERTSON,
Under-Secretary of State for External Affairs.

III

*The United States Chargé d'Affaires
to the Under-Secretary of State for External Affairs of Canada*

EMBASSY OF THE UNITED STATES OF AMERICA

Ottawa, January 17, 1944.

Dear Mr. Robertson:

Your letter of November 25, 1943, granting under certain conditions, our request to construct and operate radio broadcasting stations in Northwestern Canada was forwarded immediately to Washington.

We have now been authorized to say that the stipulations made by the Canadian Government are acceptable to the United States War Department.

Yours sincerely,

LEWIS CLARK.

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Canada Express Office

CANADA

TREATY SERIES, 1944

No. 2

EXCHANGE OF NOTES

(June 12, 1943, January 26 and February 21, 1944)

BETWEEN

CANADA

AND

THE UNITED STATES OF AMERICA

RENEWING CANADA'S PERMISSION
TO PAN-AMERICAN AIRWAYS INCORPORATED
TO FLY OVER CANADA
BETWEEN JUNEAU (ALASKA)
AND SEATTLE (WASHINGTON)

—
In Force January 26, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
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CANADA

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AND SEATTLE (WASHINGTON)

In Force January 26, 1944



OTTAWA

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KING'S PRINTER AND CONTROLLER OF STATIONERY

1946

SUMMARY

	Page
I. Note, dated June 12, 1943, from the United States Chargé d'Affaires to Canada, to the Secretary of State for External Affairs of Canada	3
II. Note, dated January 26, 1944, from the Secretary of State for External Affairs of Canada, to the United States Ambassador to Canada....	5
III. Note, dated February 21, 1944, from the United States Ambassador to the Secretary of State for External Affairs of Canada.....	6

EXCHANGE OF NOTES (JUNE 12, 1943, JANUARY 26, AND FEBRUARY 21, 1944) BETWEEN CANADA AND THE UNITED STATES OF AMERICA RENEWING CANADA'S PERMISSION TO PAN AMERICAN AIRWAYS INCORPORATED TO FLY OVER CANADA BETWEEN JUNEAU (ALASKA) AND SEATTLE (WASHINGTON) GRANTED BY NOTE OF THE 18th SEPTEMBER, 1940.

I.

*The United States Chargé d'Affaires
to the Secretary of State for External Affairs of Canada*

LEGATION OF THE UNITED STATES OF AMERICA

Ottawa, June 12, 1943.

No. 909

Sir:

I have the honour to refer to my confidential note No. 883 of May 3, 1943, regarding the operations of Pan-American Airways, Incorporated, between Seattle, Washington, and Alaska, with intermediate steps at Juneau and Whitehorse, and, under instructions of my Government, to enclose the original of a letter dated May 28, 1943, from Pan-American Airways and addressed to the Department of Transport, Ottawa, requesting that Pan-American Airways System, on its service between Seattle and Juneau, be authorized, under certain terms and conditions, to operate through British Columbia for the duration of the present hostilities. For convenience of reference, there is attached to the above-mentioned letter a copy of the original authorization granted by Canada to Pan-American Airways System in September, 1940, as well as a copy of the extension of this permission dated October 17, 1941.

In transmitting to you this letter of Pan-American Airways to the Department of Transport, I have been directed to request that the authorization be granted for the duration of the present hostilities and to add that such blanket authority, while obviating the necessity for requesting extensions from time to time, would in no way commit the Canadian Government with respect to post-war commercial aviation policy.

Accept, Sir, the renewed assurances of my highest consideration.

LEWIS CLARK,
Chargé d'Affaires ad interim.

Enclosure

*The Vice-President of Pan-American Airways
to the Department of Transport of Canada*

Pan-American Airways System
General Office, Chrysler Building, 135 East 42nd Street,
New York, N.Y.

May 28, 1943.

Gentlemen:

Under date of September 18, 1940, your Department authorized Pan-American Airways System service between Seattle and Juneau through British Columbia under certain terms and conditions there set forth. This authority was further extended by letter from your Department signed by Honourable C. P. Edwards, Deputy Minister, under date of October 17, 1941.

As the conditions upon which the original application which were the basis for the temporary authority covered by the above letters still exist, it is respectfully requested that the same temporary authority be extended to Pan-American Airways, Inc., under the same terms and conditions mentioned in the above letters for the duration of the present hostilities.

Respectfully submitted,

JOHN C. COOPER.

Annex 1 to Enclosure

*The Deputy Minister of Transport of Canada
to the Vice-President of Pan-American Airways*

DEPARTMENT OF TRANSPORT

Ottawa, 18th September, 1940.

Dear Mr. Cooper,

Following our interview this morning with reference to an emergency over-land route to Alaska over Canada for your operations between Juneau, Alaska, and Seattle, Washington, to run approximately Seattle-Prince George-Dease Lake-Juneau, I beg to advise that the question of routes between the United States and Alaska is being considered by the Joint Defence Committee recently set up by the Canadian and United States Governments. Canadian policy in regard to air routes to the Yukon or Alaska will not be determined until the committee has made its report on the military aspects of these matters.

I would also observe that under our existing arrangements with the United States the inland routes across Canada to Alaska have been specifically excepted from the reciprocal arrangement set out in these arrangements.

Generally speaking, we would prefer to let the question of your application remain in abeyance until these matters have been dealt with, but in view of the temporary nature of the permission asked for, and the fact that it is limited to permission for planes normally operating on a coastal route to deviate from that route when weather conditions render it unsafe, we are prepared, provided the United States authorities have no objection, to authorize your company to fly non-stop (except for emergency landings or refuelling) between Juneau and Seattle via the above-mentioned route when the coastal weather conditions are unsafe. This authority will be for a period of six months from December 1, 1940, subject to cancellation by this department at any time, on sixty days' notice.

In the event of the Pacific Alaska Airline being absorbed by Pan-American Airways Inc., this permission may be exercised by the latter company.

Yours faithfully,

V. I. SMART,
Deputy Minister.

Annex 2 to Enclosure

*The Deputy Minister of Transport of Canada
to the Vice-President of Pan-American Airways*

DEPARTMENT OF TRANSPORT

Ottawa, October 17, 1941.

Dear Mr. Cooper,

Your application, dated October 8, for temporary authority to conduct scheduled flying operations between Seattle and Juneau over the Province of British Columbia by Pan-American Airways, has received careful consideration,

and it has been decided to authorize the continuance, on the present basis, of this service for a further period of six months from December 1st, 1941.

This will be authority, therefore, for Pan-American Airways, Inc., to continue its present service through British Columbia, between Seattle and Juneau, in accordance with the terms of Colonel Smart's letter of September 18, 1940.

Yours faithfully,

C. P. EDWARDS,
Deputy Minister.

II

*The Secretary of State for External Affairs of Canada
to the United States Ambassador to Canada*

DEPARTMENT OF EXTERNAL AFFAIRS

Ottawa, January 26, 1944.

No. 9

Sir,

I have the honour to refer to your note No. 909 of June 12 requesting the Canadian Government to authorize Pan-American Airways System on its service between Seattle (Washington) and Juneau (Alaska) to operate over British Columbia for the duration of the present hostilities. You add that such authorization would in no way commit the Canadian Government with respect to post-war commercial aviation policy. In the letter of May 28, 1943, which you enclosed from Pan-American Airways to the Department of Transport of Canada, Pan-American Airways stated that they requested permission on the same terms and conditions on which the temporary permission was first granted by Canada in a letter of September 18, 1940, from the Department of Transport to Pan-American Airways. This letter gave permission for the use of "an emergency overland route to Alaska" via Prince George and Dease Lake. The permission, which was renewed on October 17, 1941, was of a "temporary nature", being limited to a period of six months; it was subject to cancellation any time on sixty days' notice and allowed "planes normally operating on a coastal route to deviate from that route when weather conditions render it unsafe". Aircraft using the emergency route over British Columbia were to fly via Prince George and Dease Lake and were not to land en route except in case of emergency or for refuelling.

2. The permission now requested by Pan-American Airways differs in two important respects from the permission requested in 1940 and 1941. Pan-American no longer operates "normally" on the coastal route but operates more frequently on the inland route through British Columbia than on the coastal route. Permission is desired not for a period of six months but for the duration of the present hostilities.

3. In view of the inability of Pan-American Airways to obtain the equipment required for safe operation of the coastal route and as an emergency measure the Canadian Government will be glad to permit Pan-American Airways to operate, for a period of six months from the date of this note, over British Columbia and to stop at Prince George for refuelling while en route between Seattle and Juneau. Should the United States Government desire an extension of this six months' permission, the Canadian Government will be glad to give consideration to their request in the light of circumstances prevailing at the time. It is understood that authorization to fly this route and any renewal thereof in no way commits the Canadian Government with respect to post-war commercial aviation policy.

4. It is the intention of the Canadian Government to approach the United States Government at a future date with a view to establishing a Canadian air service between Whitehorse and Fairbanks and the Canadian Government is confident that the United States Government will give sympathetic consideration to this approach.

Accept, Sir, the renewed assurances of my highest consideration.

N. A. ROBERTSON,
For the Secretary of State for External Affairs.

III

*The United States Ambassador
to the Secretary of State for External Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

Ottawa, February 21, 1944.

No. 99

Sir:

I have the honour to refer to your note No. 9 of January 26, 1944, authorizing Pan-American Airways to operate between Seattle and Juneau over British Columbia for a period of six months from that date and, particularly, to the fourth paragraph of that note indicating the intention of the Canadian Government to approach my Government with a view to the establishment of a Canadian air service between Whitehorse and Fairbanks.

I have now been authorized to inform you that in the event that such an application is received my Government will be glad to take it under consideration.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON.

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Canada External Affairs Dept.

(CANADA)

TREATY SERIES, 1944

No. 3

AGREEMENT

BETWEEN

CANADA AND THE UNITED KINGDOM

ON THE PRINCIPLES

APPLYING TO THE PROVISION BY CANADA OF
CANADIAN WAR SUPPLIES TO THE UNITED
KINGDOM UNDER THE WAR APPROPRI-
ATION (UNITED NATIONS MUTUAL
AID) ACT OF CANADA 1943

Signed at Ottawa, February 11, 1944

In Force February 11, 1944

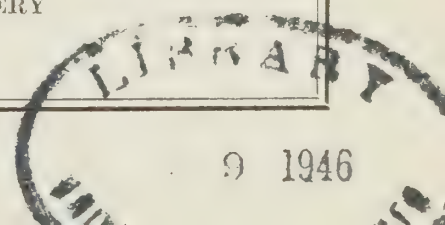


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1946

AGREEMENT BETWEEN THE GOVERNMENTS OF CANADA AND THE UNITED KINGDOM ON THE PRINCIPLES APPLYING TO THE PROVISION BY CANADA OF CANADIAN WAR SUPPLIES TO THE UNITED KINGDOM UNDER THE WAR APPROPRIATION (UNITED NATIONS MUTUAL AID) ACT OF CANADA, 1943.

Signed at Ottawa, February 11, 1944

Whereas Canada and the United Kingdom are associated in the present war, and

Whereas it is desirable that war supplies should be distributed among the United Nations in accordance with strategic needs of the war and in such manner as to contribute most effectively to the winning of the war and the establishment of peace, and

Whereas it is expedient that the conditions upon which such war supplies are made available by one United Nation to another should not be such as to burden post-war commerce, or lead to the imposition of trade restrictions or otherwise prejudice a just and enduring peace, and

Whereas the Governments of Canada and the United Kingdom are mutually desirous of concluding an agreement in regard to the conditions upon which Canadian war supplies will be made available to the United Kingdom,

The Undersigned, being duly authorized by their respective Governments for the purpose, have agreed as follows:—

Article I

The Government of Canada will make available under the War Appropriation (United Nations Mutual Aid) Act of Canada, 1943, to the Government of the United Kingdom such war supplies as the Government of Canada shall authorize from time to time to be provided.

Article II

The Government of the United Kingdom will continue to contribute to the defence of Canada and the strengthening thereof and will provide such articles, services, facilities or information as it may be in a position to supply and as may from time to time be determined by common agreement in the light of the development of the war.

Article III

The Government of the United Kingdom will, in support of any applications to the Government of Canada for the provision of war supplies under this agreement, furnish the Government of Canada with such relevant information as the Government of Canada may require for the purpose of deciding upon the applications and for executing the purposes of this agreement.

Article IV

The Government of the United Kingdom agrees to use any war supplies delivered to it under this agreement in the joint and effective prosecution of the war.

Article V

The Government of the United Kingdom will not without the consent of the Government of Canada sell to any other Government or to persons in other countries war supplies delivered to it under this agreement.

Article VI

The Government of Canada will not require the Government of the United Kingdom to re-deliver to the Government of Canada any war supplies delivered under this agreement except as specifically provided in Articles VII and VIII and subject to any special agreement which may be concluded in the circumstances contemplated in Article IX.

Article VII

Title to any cargo ships delivered under this agreement will remain with the Government of Canada and the ships shall be chartered to the Government of the United Kingdom on terms providing for their re-delivery.

Article VIII

Upon the cessation of hostilities in any major theatre of war, any war supplies which have been transferred to the Government of the United Kingdom under this agreement and are still in Canada or in ocean transit shall revert to Canadian ownership, except those supplies destined for a theatre of war in which hostilities have not ceased or supplies made available for relief purposes or such other supplies as the Government of Canada may specify.

Article IX

The Government of Canada reserves the right to request:

(a) the delivery, after the cessation of hostilities in any theatre of war, for relief and rehabilitation purposes, to another United Nation or to an international organization, of automotive equipment supplied under this agreement;

(b) the transfer to Canadian forces serving outside Canada after the cessation of hostilities of vehicles, aircraft, ordnance or military equipment supplied under this agreement to the Government of the United Kingdom if such war supplies are required for the use of such Canadian forces and are not required by the Government of the United Kingdom for military operations; and

(c) the return to Canada after the war, if required in Canada for Canadian purposes, of aircraft and automotive equipment supplied under this agreement which may still be serviceable, due regard being had to the degree of wastage likely to have been suffered by these articles, provided that when the identity of such Canadian equipment has been lost as a result of pooling arrangements or for other reasons, the Government of the United Kingdom may substitute equipment of a similar type.

The Government of the United Kingdom agrees to use its best endeavours to meet any such requests on such reasonable terms and conditions as shall be settled in consultation with the Government of Canada.

Article X

The Governments of Canada and the United Kingdom re-affirm their desire to promote mutually advantageous economic relations between their countries and throughout the world. They declare that their guiding purposes

include the adoption of measures designed to promote employment, the production and consumption of goods, and the expansion of commerce through appropriate international agreements on commercial policy, with the object of contributing to the attainment of all the economic objectives set forth in the Declaration of August 14, 1941, known as the Atlantic Charter.

Article XI

This agreement will take effect as from this day's date. It shall apply to war supplies furnished to the Government of the United Kingdom by the Government of Canada under the authority of the War Appropriation (United Nations Mutual Aid) Act of Canada, 1943, or substituted Act, including supplies furnished under the said Act before the conclusion of this agreement. It shall continue in force until a date to be agreed upon by the two Governments.

Dated at Ottawa, this eleventh day of February, nineteen hundred and forty-four.

*Signed for and on behalf of the
Government of Canada:*

W. L. MACKENZIE KING.

C. D. HOWE.

*Signed for and on behalf of the
Government of the United Kingdom:*

MALCOLM MACDONALD.

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Canada External Affairs Dept.

CANADA

TREATY SERIES, 1944

No. 4

AGREEMENT

BETWEEN

CANADA AND THE SOVIET UNION

ON THE

PROVISION OF WAR SUPPLIES

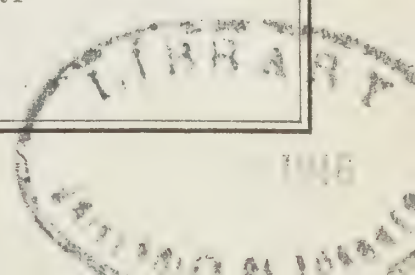
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CANADA AND THE SOVIET UNION

ON THE

PROVISION OF WAR SUPPLIES

Signed at Ottawa, February 11, 1944

In force February 11, 1944



OTTAWA

EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1946

**AGREEMENT BETWEEN THE GOVERNMENT OF CANADA AND THE
GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
ON THE PRINCIPLES APPLYING TO THE PROVISION BY CANADA
OF CANADIAN WAR SUPPLIES TO THE UNION OF SOVIET SOCIAL-
IST REPUBLICS UNDER THE WAR APPROPRIATION (UNITED
NATIONS MUTUAL AID) ACT OF CANADA, 1943.**

Signed at Ottawa, February 11, 1944

Whereas Canada and the Union of Soviet Socialist Republics are associated in the present war, and

Whereas it is desirable that war supplies should be distributed among the United Nations in accordance with strategic needs of the war and in such manner as to contribute most effectively to the winning of the war and the establishment of peace, and

Whereas it is expedient that the conditions upon which such war supplies are made available by one United Nation to another should not be such as to burden post-war commerce, or lead to the imposition of trade restrictions or otherwise prejudice a just and enduring peace, and

Whereas the Governments of Canada and the Union of Soviet Socialist Republics are mutually desirous of concluding an agreement in regard to the conditions upon which Canadian war supplies will be made available to the Union of Soviet Socialist Republics,

The undersigned, being duly authorized by their respective Governments for the purpose, have agreed as follows:

ARTICLE I

The Government of Canada will make available under the War Appropriation (United Nations Mutual Aid) Act of Canada, 1943, to the Government of the Union of Soviet Socialist Republics, such war supplies as the Government of Canada shall authorize from time to time to be provided.

ARTICLE II

The Government of the Union of Soviet Socialist Republics will continue to contribute to the defence of Canada and the strengthening thereof and will provide such articles, services, facilities or information as it may be in a position to supply and as may from time to time be determined by common agreement in the light of the development of the war.

ARTICLE III

The nature, quantities, and dates of delivery of the war supplies made available by the Government of Canada to the Government of the Union of Soviet Socialist Republics under Article I shall be determined by negotiation between the two Governments and set forth in protocols or other agreements.

ARTICLE IV

The Government of the Union of Soviet Socialist Republics agrees to use any war supplies delivered to it under this agreement in the joint and effective prosecution of the war.

ARTICLE V

The Government of the Union of Soviet Socialist Republics will not without the consent of the Government of Canada sell to any other Government or to persons in other countries war supplies delivered to it under this agreement.

ARTICLE VI

The Government of Canada will not require the Government of the Union of Soviet Socialist Republics to re-deliver to the Government of Canada any war supplies delivered under this agreement except as specifically provided in Article VII and subject to any special agreement which may be concluded in the circumstances contemplated in Article VIII.

ARTICLE VII

Upon the cessation of hostilities in any major theatre of war, any war supplies which have been transferred to the Government of the Union of Soviet Socialist Republics under this agreement and are still in Canada shall revert to Canadian ownership, except those supplies destined for a theatre of war in which hostilities have not ceased or supplies made available for relief purposes or such other supplies as the Government of Canada may specify.

ARTICLE VIII

The Government of Canada reserves the right to request:

(a) the delivery, after the cessation of hostilities in any theatre of war, for relief and rehabilitation purposes, to another United Nation or to an international organization, of automotive equipment supplied under this agreement;

(b) the transfer to Canadian forces serving outside Canada after the cessation of hostilities of vehicles, aircraft, ordnance or military equipment supplied under this agreement to the Government of the Union of Soviet Socialist Republics if such war supplies are required for the use of such Canadian forces and are not required by the Government of the Union of Soviet Socialist Republics for military operations; and

(c) the return to Canada after the war, if required in Canada for Canadian purposes, of aircraft and automotive equipment supplied under this agreement which may still be serviceable, due regard being had to the degree of wastage likely to have been suffered by these articles, provided that when the identity of such Canadian equipment has been lost as a result of pooling arrangements or for other reasons, the Government of the Union of Soviet Socialist Republics may substitute equipment of a similar type.

The Government of the Union of Soviet Socialist Republics agrees to use its best endeavours to meet any such requests on such reasonable terms and conditions as shall be settled in consultation with the Government of Canada.

ARTICLE IX

The Governments of Canada and the Union of Soviet Socialist Republics re-affirm their desire to promote mutually advantageous economic relations between their countries and throughout the world. They declare that their guiding purposes include the adoption of measures designed to promote employment, the production and consumption of goods, and the expansion of commerce through appropriate international agreements on commercial policy, with the object of contributing to the attainment of all the economic objectives set forth in the Declaration of August 14, 1941, known as the Atlantic Charter.

ARTICLE X

This agreement will take effect as from this day's date. It shall apply to war supplies furnished to the Government of the Union of Soviet Socialist Republics by the Government of Canada under the authority of the War Appropriation (United Nations Mutual Aid) Act of Canada, 1943, or substituted Act, including supplies furnished under the said Act before the conclusion of this agreement. It shall continue in force until a date to be agreed upon by the two Governments.

Dated at Ottawa, this eleventh day of February, nineteen hundred and forty-four.

*Signed for and on behalf of the
Government of Canada:*

W. L. MACKENZIE KING.
C. D. HOWE.

*Signed for and on behalf of the
Government of the Union of
Soviet Socialist Republics*:*

V. A. SERGEEV.
G. I. TOUNKIN.

*The Soviet Representatives signed their names in Russian characters.

CANADA. *External Affairs*

TREATY SERIES, 1944

No. 5

AGREEMENT

BETWEEN

CANADA

AND

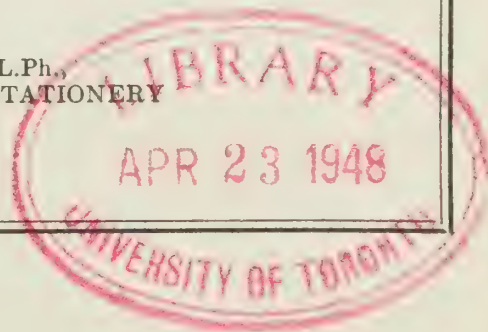
THE COMMONWEALTH OF AUSTRALIA
ON THE PRINCIPLES
APPLYING TO THE PROVISION BY CANADA
OF CANADIAN WAR SUPPLIES
TO THE COMMONWEALTH OF AUSTRALIA
UNDER THE WAR APPROPRIATION (UNITED
NATIONS MUTUAL AID) ACT OF CANADA, 1943

Signed at Ottawa, March 9, 1944

IN FORCE MARCH 9, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1948



CANADA

TREATY SERIES, 1944

No. 5

AGREEMENT

BETWEEN

CANADA

AND

THE COMMONWEALTH OF AUSTRALIA

ON THE PRINCIPLES

APPLYING TO THE PROVISION BY CANADA
OF CANADIAN WAR SUPPLIES

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OTTAWA

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KING'S PRINTER AND CONTROLLER OF STATIONERY

1948

**AGREEMENT BETWEEN THE GOVERNMENTS OF CANADA AND THE
COMMONWEALTH OF AUSTRALIA ON THE PRINCIPLES APPLY-
ING TO THE PROVISION BY CANADA OF CANADIAN WAR
SUPPLIES TO THE COMMONWEALTH OF AUSTRALIA UNDER
THE WAR APPROPRIATION (UNITED NATIONS MUTUAL AID)
ACT OF CANADA, 1943.**

Signed at Ottawa, March 9, 1944

Whereas Canada and the Commonwealth of Australia are associated in the present war, and

Whereas it is desirable that war supplies should be distributed among the United Nations in accordance with strategic needs of the war and in such manner as to contribute most effectively to the winning of the war and the establishment of peace, and

Whereas it is expedient that the conditions upon which such war supplies are made available by one United Nation to another should not be such as to burden post-war commerce, or lead to the imposition of trade restrictions or otherwise prejudice a just and enduring peace, and

Whereas the Governments of Canada and the Commonwealth of Australia are mutually desirous of concluding an agreement in regard to the conditions upon which Canadian war supplies will be made available to the Commonwealth of Australia,

The Undersigned, being duly authorized by their respective Governments for the purpose, have agreed as follows:

ARTICLE I

The Government of Canada will make available under the War Appropriation (United Nations Mutual Aid) Act of Canada, 1943, to the Government of the Commonwealth of Australia such war supplies as the Government of Canada shall authorize from time to time to be provided.

ARTICLE II

The Government of the Commonwealth of Australia will continue to contribute to the defence of Canada and the strengthening thereof and will provide such articles, services, facilities or information as it may be in a position to supply and as may from time to time be determined by common agreement in the light of the development of the war.

ARTICLE III

The Government of the Commonwealth of Australia will, in support of any applications to the Government of Canada for the provision of war supplies under this agreement, furnish the Government of Canada with such relevant information as the Government of Canada may require for the purpose of deciding upon the applications and for executing the purposes of this agreement.

ARTICLE IV

The Government of the Commonwealth of Australia agrees to use any war supplies delivered to it under this agreement in the joint and effective prosecution of the war.

ARTICLE V

The Government of the Commonwealth of Australia will not without the consent of the Government of Canada sell to any other Government or to persons in other countries war supplies delivered to it under this agreement.

ARTICLE VI

The Government of Canada will not require the Government of the Commonwealth of Australia to re-deliver to the Government of Canada any war supplies delivered under this agreement except as specifically provided in Articles VII and VIII and subject to any special agreement which may be concluded in the circumstances contemplated in Article IX.

ARTICLE VII

Title to any cargo ships delivered under this agreement will remain with the Government of Canada and the ships shall be chartered to the Government of the Commonwealth of Australia on terms providing for their re-delivery.

ARTICLE VIII

Upon the cessation of hostilities in any major theatre of war, any war supplies which have been transferred to the Government of the Commonwealth of Australia under this agreement and are still in Canada or in ocean transit shall revert to Canadian ownership, except those supplies destined for a theatre of war in which hostilities have not ceased or supplies made available for relief purposes or such other supplies as the Government of Canada may specify.

ARTICLE IX

The Government of Canada reserves the right to request:

(a) the delivery, after the cessation of hostilities in any theatre of war, for relief and rehabilitation purposes, to another United Nation or to an international organization, of automotive equipment supplied under this agreement;

(b) the transfer to Canadian forces serving outside Canada after the cessation of hostilities of vehicles, aircraft, ordnance or military equipment supplied under this agreement to the Government of the Commonwealth of Australia if such war supplies are required for the use of such Canadian forces and are not required by the Government of the Commonwealth of Australia for military operations; and

(c) the return to Canada after the war, if required in Canada for Canadian purposes, of aircraft and automotive equipment supplied under this agreement which may still be serviceable, due regard being had to the degree of wastage likely to have been suffered by these articles, provided that when the identity of such Canadian equipment has been lost as a result of pooling arrangements or for other reasons, the Government of the Commonwealth of Australia may substitute equipment of a similar type.

The Government of the Commonwealth of Australia agrees to use its best endeavours to meet any such requests on such reasonable terms and conditions as shall be settled in consultation with the Government of Canada.

ARTICLE X

The Governments of Canada and the Commonwealth of Australia re-affirm their desire to promote mutually advantageous economic relations between their countries and throughout the world. They declare that their guiding purposes include the adoption of measures designed to promote employment, the production and consumption of goods, and the expansion of commerce through appropriate international agreements on commercial policy, with the object of contributing to the attainment of all the economic objectives set forth in the Declaration of August 14, 1941, known as the Atlantic Charter.

ARTICLE XI

This agreement will take effect as from this day's date. It shall apply to war supplies furnished to the Government of the Commonwealth of Australia by the Government of Canada under the authority of the War Appropriation (United Nations Mutual Aid) Act of Canada, 1943, or substituted Act, including supplies furnished under the said Act before the conclusion of this agreement. It shall continue in force until a date to be agreed upon by the two Governments.

Dated at Ottawa, this ninth day of March, nineteen hundred and forty-four.

*Signed for and on behalf of the
Government of Canada*

W. L. MACKENZIE KING
C. D. HOWE

*Signed for and on behalf of
the Government of the
Commonwealth of Australia*

T. W. GLASGOW

Canada - External Affairs Dept.

(CANADA)

TREATY SERIES, 1944

No. 6

EXCHANGE OF NOTES

(January 24, February 7, 1944)

BETWEEN

CANADA AND NEWFOUNDLAND

CONSTITUTING AN AGREEMENT
FOR THE SETTLEMENT OF CLAIMS
ARISING OUT OF TRAFFIC ACCIDENTS
INVOLVING CANADIAN AND NEWFOUNDLAND
VEHICLES

In force February 7, 1944



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CANADA

TREATY SERIES, 1944

No. 6

EXCHANGE OF NOTES

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CANADA AND NEWFOUNDLAND

CONSTITUTING AN AGREEMENT
FOR THE SETTLEMENT OF CLAIMS
ARISING OUT OF TRAFFIC ACCIDENTS
INVOLVING CANADIAN AND NEWFOUNDLAND
VEHICLES

In force February 7, 1944



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1948

SUMMARY

	PAGE
I. Note, dated January 24, 1944, from the High Commissioner for Canada to Newfoundland, to the Commissioner for Justice and Defence of Newfoundland	3
II. Note, dated February 7, 1944, from the Commissioner for Justice and Defence of Newfoundland, to the Acting High Commissioner for Canada to Newfoundland	4

**EXCHANGE OF NOTES (JANUARY 24 AND FEBRUARY 7, 1944)
BETWEEN CANADA AND NEWFOUNDLAND CONSTITUTING AN
AGREEMENT FOR THE SETTLEMENT OF CLAIMS ARISING OUT
OF TRAFFIC ACCIDENTS INVOLVING CANADIAN AND NEW-
FOUNDLAND VEHICLES.**

I

*The High Commissioner for Canada
to the Commissioner for Justice and Defence of Newfoundland*

OFFICE OF THE HIGH COMMISSIONER FOR CANADA

St. John's, January 24, 1944.

No. 7

Dear Sir Edward,

I have been instructed to state that the Government of Canada is prepared to enter into an agreement with the Government of Newfoundland establishing the basis to be adopted for the settlement of claims arising out of traffic accidents involving vehicles of the Government of Canada and vehicles of the Government of Newfoundland in the following terms:

(a) The Agreement would cover all vehicles owned or controlled by the Government of Canada, including vehicles used by the Royal Canadian Navy, the Canadian Army, or the Royal Canadian Air Force (hereinafter called Canadian vehicles), and all vehicles owned or controlled by the Government of Newfoundland, including vehicles used by the Armed Forces of Newfoundland and including railway trains, rolling stock and gasoline propelled cars owned or controlled by the Newfoundland Government (hereinafter called Newfoundland vehicles).

(b) The Agreement would apply to accidents wherever they occur which take place on or after September 3, 1939, which have not already been disposed of, and which involve a Canadian or Newfoundland vehicle.

(c) Neither Government would make any claim against the other for any damage caused in an accident to which the Agreement applies to any vehicle, stores or other property of the Government of Canada, or to any vehicle, stores or other property of the Government of Newfoundland.

(d) Neither Government would make any claim against the other in respect of the death of or injury to any member of the Armed Forces of Canada or of Newfoundland caused by a Newfoundland vehicle or a Canadian vehicle in an accident to which the Agreement applies.

(e) If, arising out of an accident to which this Agreement applies and in which both a Canadian vehicle and a Newfoundland vehicle are involved in circumstances in which the Canadian Government and the Newfoundland Government respectively assume responsibility for any liability of persons in their service, any claim is made against either Government by a third party (including a person in the service of either Government), then the amount of any judgment obtained by the claimant and the costs, expenses and disbursements connected therewith or the amount of any settlement made with the claimant agreed to jointly by the Cana-

dian and Newfoundland Governments, shall be borne equally by them. A claim made against a person in the service of the Government of Canada or of the Government of Newfoundland shall, for the purposes of this paragraph, be deemed to be a claim made against that Government if such Government assumes responsibility and not otherwise.

I shall be glad if you will inform me whether the Government of Newfoundland agree to an arrangement on this basis. If so, this note and your reply to that effect will be regarded as constituting an Agreement between our two Governments which will continue in force in respect of all accidents which may occur prior to the expiration of three months from the date on which either of the two Governments gives notice to the other of its intention to terminate the Agreement.

Yours faithfully,

C. J. BURCHELL,
High Commissioner for Canada.

II

*The Commissioner for Justice and Defence of Newfoundland
to the Acting High Commissioner for Canada*

DEPARTMENT OF JUSTICE

St. John's, February 7, 1944.

Dear Dr. Keenleyside,

I wish to refer to letter No. 7 of January 24 from Mr. Burchell on the subject of a proposed agreement between the Government of Newfoundland and the Government of Canada in respect to the settlement of claims arising out of traffic accidents involving vehicles of the two Governments.

2. This letter was discussed in Commission and I am directed to inform you that the Government of Newfoundland agrees to an arrangement on this basis. Furthermore, Mr. Burchell's letter and this reply will be regarded as constituting between our two Governments an agreement which will continue in force in respect of all accidents which may occur prior to the expiration of three months from the date on which either of the two Governments gives notice to the other of its intention to terminate the agreement.

Yours faithfully,

L. E. EMERSON,
Commissioner for Justice and Defence.

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Canada External Affairs, Dept. A-

(CANADA)

TREATY SERIES, 1944
No. 7

EXCHANGE OF NOTES
(February 29, 1944)

BETWEEN

CANADA AND MEXICO

RECORDING AN AGREEMENT IN RESPECT OF THE
CONSCRIPTION FOR MILITARY SERVICE
IN CANADA AND IN MEXICO

In Force February 29, 1944



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TREATY SERIES, 1944

No. 7

EXCHANGE OF NOTES

(February 29, 1944)

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RECORDING AN AGREEMENT IN RESPECT OF THE
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In Force February 29, 1944



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1948

SUMMARY

	PAGE
I. Note, dated February 29, 1944, from the British Ambassador to Mexico, to the Mexican Minister of Foreign Affairs	3
II. Note, dated February 29, 1944, from the Mexican Minister of Foreign Affairs, to the British Ambassador to Mexico (in Spanish)	4
Translation	5

**EXCHANGE OF NOTES (FEBRUARY 29, 1944) BETWEEN CANADA
AND MEXICO RECORDING AN AGREEMENT IN RESPECT OF
THE CONSCRIPTION FOR MILITARY SERVICE IN MEXICO AND
IN CANADA.**

I

*The British Ambassador to Mexico
to the Mexican Minister of Foreign Affairs*

BRITISH EMBASSY

Mexico City, 29th February, 1944.

No. 25

Your Excellency,

I have the honour to inform Your Excellency that I have been instructed by His Majesty's Principal Secretary of State for Foreign Affairs to propose, on behalf of the Government of Canada, that the Government of Canada on the one hand, and the Government of Mexico on the other, should conclude an agreement, in the following terms, in respect of the conscription for military service of Canadian nationals in Mexico and Mexican nationals in Canada:

1. Neither Government shall send a notice of conscription to a national of the other country, residing in its territory, without transmitting, to the appropriate authority of the other Government, two months' notice of intention to call the said national for military service. In the case of Canada, the appropriate authority shall be His Majesty's Representative in Mexico; and, in the case of Mexico, the appropriate authority shall be the Mexican Consul-General at Montreal.

2. The authority receiving such notice shall inform the national of the country concerned of the intention to call him for military service. He shall also inform the said national that he will be granted the privilege of applying for a permit to leave the country at any time prior to the transmission of the notice of conscription.

3. The two Governments undertake to grant the exit permit before the notice of conscription is mailed.

4. In no case shall the application for an exit permit constitute an obstacle to the subsequent return of the person in question after the conclusion of the present war.

5. In any case where a person fails to avail himself of the opportunity to obtain an exit permit, he shall be liable for compulsory military service in accordance with the provisions of the law of Canada or of the law of Mexico, as the case may be.

6. After the termination of the above-mentioned period of two months, there shall be no obligation on the part of either Government to grant an exit permit.

7. The Government of Canada undertake to furnish the Government of Mexico with full information concerning any person to whom an exit permit has been granted in accordance with this agreement; and the Government of Mexico, for their part, undertake to furnish similar information to the Government of Canada.

8. This agreement shall in no way affect the position of persons who have been conscribed in Mexico or in Canada or who have joined the forces of Canada or Mexico prior to the date on which the Agreement comes into force.

II. In the event of this proposal being agreeable to the Government of Mexico, I would suggest that this note and Your Excellency's reply to that effect be regarded as constituting an agreement between the contracting Governments in this matter, with effect from the date of your note in reply. This agreement shall remain in force until six months after the conclusion of the present war, at which date it shall automatically expire.

I avail myself of this occasion to renew to Your Excellency the assurance of my highest consideration.

C. H. BATEMAN

II

*The Mexican Minister of Foreign Affairs
to the British Ambassador to Mexico*

SECRETARIA DE RELACIONES EXTERIORES

México, D.F., 29 de febrero de 1944.

No. 51637

Señor Ministro:

Tengo la honra de acusar recibo a Vuestra Excelencia de su atenta nota número 25, fechada el día de hoy, en la cual se ha servido proponer a mi Gobierno, en nombre del de Canadá, la celebración de un Convenio respecto a la conscripción para el Servicio Militar de nacionales mexicanos residentes en Canadá y de nacionales canadenses residentes en México, cuyos términos serían los siguientes:

1. Ninguno de los dos Gobiernos enviará aviso de conscripción a un nacional del otro país, residente en su territorio, sin haber comunicado, con dos meses de anticipación, a las autoridades correspondientes del otro Gobierno, su intención de llamar a dicho nacional al Servicio Militar. En el caso del Canadá, la autoridad correspondiente será el Representante de Su Majestad en México; y, en el caso de México, la autoridad correspondiente será el Cónsul General de México en Montreal.

2. La autoridad que reciba dicha comunicación hará conocer al nacional del país de que se trata, la intención que tiene de llamarlo para el Servicio Militar. También hará saber a dicho nacional que le será concedido el privilegio de solicitar un permiso para salir del país en cualquier tiempo anterior a la transmisión del aviso de conscripción.

3. Los dos Gobiernos se comprometen a otorgar el permiso de salida antes de que el aviso de conscripción sea puesto en el Correo.

4. En ningún caso la solicitud para un permiso de salida será un obstáculo para el regreso posterior de la persona de que se trate, después de la terminación de la presente guerra.

5. En cualquier caso en que una persona deje de aprovechar la oportunidad de obtener un permiso de salida, quedará sujeta al Servicio Militar obligatorio, de acuerdo con las disposiciones de la Ley del Canadá o de la Ley de México, según sea el caso.

6. Después de terminado el período de dos meses arriba mencionado, no habrá obligación por parte de ninguno de los dos Gobiernos de conceder un permiso de salida.

7. El Gobierno del Canadá se compromete a proporcionar al de México informes completos respecto a cualquier persona a la que se haya concedido un permiso de salida de acuerdo con este Convenio; y el Gobierno de México, por su parte, se compromete a proporcionar informes semejantes al Gobierno del Canadá.

8. Este Convenio no afectará en modo alguno la posición de personas que hayan sido conscriptas en México o en Canadá o que se hayan unido a las Fuerzas de Canadá o México, con anterioridad a la fecha en la que el Convenio entre en vigor.

Vuestra Excelencia se sirve sugerir que, en el caso de que las bases anteriores sean aceptadas por mi Gobierno, la atenta nota a que me refiero y mi respuesta a ella sean consideradas como constituyendo un Convenio sobre este asunto, entre los dos Gobiernos, Convenio que surtirá efectos a partir de la fecha de mi nota de respuesta y quedará en vigor hasta seis meses después de la terminación de la presente guerra, fecha en la cual expirará automáticamente.

En debida resuesta, tengo la honra de comunicar a Vuestra Excelencia que mi Gobierno acepta celebrar con el de Canadá el Convenio que se ha servido proponerle y está de acuerdo con las bases transcritas, por lo que, en consecuencia, con la nota de Vuestra Excelencia y esta respuesta a ella lo considera celebrado.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia la seguridades de mi más alta y distinguida consideración.

E. PADILLA

(Translation)

MINISTRY OF FOREIGN AFFAIRS

Mexico, 29th February, 1944.

No. 51637

Sir,

I have the honour to acknowledge the receipt of Your Excellency's note No. 25 of today's date in which you were good enough to propose to my Government, on behalf of the Government of Canada, the conclusion of an agreement in respect of the conscription for military service of Mexican nationals residing in Canada and Canadian nationals residing in Mexico, the terms of which should be the following:

1. Neither Government shall send a notice of conscription to a national of the other country residing in its territory without transmitting, to the appropriate authority of the other government, two months' notice of intention to call the said national for military service. In the case of Canada, the appropriate authority shall be His Majesty's Representative in Mexico; and, in the case of Mexico, the appropriate authority shall be the Mexican Consul-General at Montreal.

2. The authority receiving such notice shall inform the national of the country concerned of the intention to call him for military service. He shall also inform the said national that he will be granted the privilege of applying for a permit to leave the country at any time prior to the transmission of the notice of conscription.

3. The two Governments undertake to grant the exit permit before the notice of conscription is mailed.

4. In no case shall the application for an exit permit constitute an obstacle to the subsequent return of the person in question after the conclusion of the present war.

5. In any case where a person fails to avail himself of the opportunity to obtain an exit permit, he shall be liable for compulsory military service in accordance with the provisions of the law of Canada or of the law of Mexico, as the case may be.

6. After the termination of the above-mentioned period of two months, there shall be no obligation on the part of either Government to grant an exit permit.

7. The Government of Canada undertake to furnish the Government of Mexico with full information concerning any person to whom an exit permit has been granted in accordance with this agreement; and the Government of Mexico, for their part, undertake to furnish similar information to the Government of Canada.

8. This agreement shall in no way affect the position of persons who have been conscribed in Mexico or in Canada or who have joined the forces of Canada or Mexico prior to the date on which the Agreement comes into force.

Your Excellency is good enough to suggest that, in the event of the foregoing proposals being accepted by my Government, the note under reference and my reply thereto shall be regarded as constituting an agreement between the two Governments in this matter, with effect from the date of my note in reply, and that it shall remain in force until six months after the conclusion of the present war, at which date it shall automatically expire.

In reply, I have the honour to inform Your Excellency that my Government are prepared to conclude with the Government of Canada the agreement which you were good enough to propose and accept the proposals put forward. The agreement therefore is regarded as concluded by Your Excellency's note and this reply thereto.

I avail myself of the opportunity to reiterate to Your Excellency the assurances of my highest and most distinguished consideration.

E. PADILLA

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CANADA. *External Affairs, Treaty*

TREATY SERIES, 1944

No. 8

EXCHANGE OF NOTES

(March 1 and 2, 1944)

BETWEEN

CANADA AND NEWFOUNDLAND

PROLONGING

FOR A FURTHER PERIOD OF ONE YEAR
THE AGREEMENT ON THE OPERATION
OF A COMMERCIAL AIR SERVICE TO
NEWFOUNDLAND BY TRANS-CANADA AIR
LINES EFFECTED BY AN EXCHANGE OF
NOTES OF FEBRUARY 6, 7, 9 and 27, 1942

In Force March 2, 1944



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1948

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CANADA

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1948

SUMMARY

	PAGE
I. Note, dated March 1, 1944, from the Acting High Commissioner for Canada in Newfoundland, to the Commissioner for Public Utilities of Newfoundland	3
II. Note, dated March 2, 1944, from the Commissioner for Public Utilities of Newfoundland, to the Acting High Commissioner for Canada in Newfoundland, together with the text of the license granted to Trans-Canada Air Lines.....	3

**EXCHANGE OF NOTES (MARCH 1 AND 2, 1944) BETWEEN CANADA
AND NEWFOUNDLAND PROLONGING FOR A FURTHER PERIOD
OF ONE YEAR THE AGREEMENT ON THE OPERATION OF A
COMMERCIAL AIR SERVICE TO NEWFOUNDLAND BY TRANS-
CANADA AIR LINES EFFECTED BY AN EXCHANGE OF NOTES
OF FEBRUARY 6, 7, 9 AND 27, 1942.***

I

*The Acting High Commissioner for Canada in Newfoundland to the
Commissioner for Public Utilities of Newfoundland*

OFFICE OF THE HIGH COMMISSIONER FOR CANADA

St. John's, March 1st, 1944.

No. 21

Sir,

With reference to the establishment and maintenance of an air service between Canada and Newfoundland by Trans-Canada Air Lines, I have the honour to request that the permit under which this service is now being conducted may be extended for one year to cover the period from April 1st, 1944, to March 31st, 1945, inclusive.

I have the honour to be, Sir, your obedient servant,

H. L. KEENLEYSIDE,
Acting High Commissioner for Canada.

II

*The Commissioner for Public Utilities of Newfoundland
to the Acting High Commissioner for Canada*

DEPARTMENT OF PUBLIC WORKS

St. John's, 2nd March, 1944.

Sir,

With reference to your letter No. 21 of the 1st March, 1944, I have the honour to forward herewith a license to Trans-Canada Air Lines to operate a commercial air service in accordance with the agreement effected by the exchange of letters enumerated in the license.

I have the honour to be, Sir, your obedient servant,

W. W. WOODS,
Commissioner for Public Utilities.

* For the text of the Exchange of Notes of February 6-27, 1942, see *Canada Treaty Series* 1942, No. 19.

ENCLOSURE**LICENSE FOR THE OPERATION OF A COMMERCIAL AIR SERVICE FOR
THE TRANSPORTATION OF GOODS, MAIL AND PASSENGERS
TO TRANS-CANADA AIR LINES**

This license is issued under authority of His Excellency the Governor of Newfoundland in Commission conferred upon the Commissioner for Public Utilities by Minute of Commission dated the 30th day of April, 1942.

Trans-Canada Air Lines is hereby authorized to operate a commercial air service for the transportation of goods, mail and passengers between airports in Newfoundland situate at Gander and Torbay and airports in Canada.

This license is issued to give effect to an agreement made with the Government of Newfoundland contained in an exchange of letters as follows:

Letter from the High Commissioner for Canada to the Acting Commissioner for Public Utilities dated 6th February, 1942.

Letter from the Acting Commissioner for Public Utilities to the High Commissioner for Canada dated 7th February, 1942.

Letter from the High Commissioner for Canada to the Acting Commissioner for Public Utilities dated 9th February, 1942.

Letter from the Commissioner for Public Utilities to the High Commissioner for Canada dated 27th February, 1942.

and the authority to operate an air service hereby conferred is subject to the provisions of the said agreement as in the said letters set out.

This license shall have effect from the 1st day of April, 1944, and subject to the provisions of the said agreement shall continue in effect until the 31st day of March, 1945.

This license may be required to be replaced or supplemented by any permit or license necessary for the operation of the air service under the provisions of any of the laws of Newfoundland.

W. W. WOODS,
Commissioner for Public Utilities.

2nd March, 1944.

CANADA. *External Affairs*

TREATY SERIES, 1944

No. 9

AGREEMENT

BETWEEN

CANADA AND CHINA

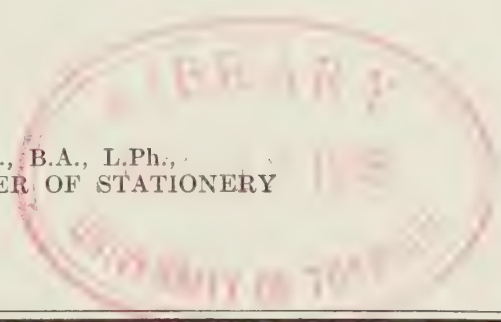
ON THE PRINCIPLES
APPLYING TO THE PROVISION BY CANADA
OF CANADIAN WAR SUPPLIES TO CHINA
UNDER THE WAR APPROPRIATION
(UNITED NATIONS MUTUAL AID)
ACT OF CANADA, 1943

Signed at Ottawa, March 22, 1944

In Force March 22, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1948



CANADA

TREATY SERIES, 1944

No. 9

AGREEMENT

BETWEEN

CANADA AND CHINA

ON THE PRINCIPLES

APPLYING TO THE PROVISION BY CANADA
OF CANADIAN WAR SUPPLIES TO CHINA
UNDER THE WAR APPROPRIATION
(UNITED NATIONS MUTUAL AID)
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OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1948

**AGREEMENT BETWEEN CANADA AND CHINA ON THE PRINCIPLES
APPLYING TO THE PROVISION BY CANADA OF CANADIAN
WAR SUPPLIES TO CHINA UNDER THE WAR APPROPRIATION
(UNITED NATIONS MUTUAL AID) ACT OF CANADA 1943.**

Signed at Ottawa, March 22, 1944

Whereas Canada and China are associated in the present war, and

Whereas it is desirable that war supplies should be distributed among the United Nations in accordance with strategic needs of the war and in such manner as to contribute most effectively to the winning of the war and the establishment of peace, and

Whereas it is expedient that the conditions upon which such war supplies are made available by one United Nation to another should not be such as to burden post-war commerce, or lead to the imposition of trade restrictions or otherwise prejudice a just and enduring peace, and

Whereas the Governments of Canada and China are mutually desirous of concluding an agreement in regard to the conditions upon which Canadian war supplies will be made available to China,

The Undersigned, being duly authorized by their respective Governments for the purpose, have agreed as follows:

ARTICLE I

The Government of Canada will make available under the War Appropriation (United Nations Mutual Aid) Act of Canada, 1943, to the National Government of the Republic of China such war supplies as the Government of Canada shall authorize from time to time to be provided.

ARTICLE II

The National Government of the Republic of China will continue to contribute to the defence of Canada and the strengthening thereof and will provide such articles, services, facilities or information as it may be in a position to supply and as may from time to time be determined by common agreement in the light of the development of the war.

ARTICLE III

The National Government of the Republic of China will, in support of any applications to the Government of Canada for the provision of war supplies under this agreement, furnish the Government of Canada with such relevant information as the Government of Canada may require for the purpose of deciding upon the applications and for executing the purposes of this agreement.

ARTICLE IV

The National Government of the Republic of China agrees to use any war supplies delivered to it under this agreement in the joint and effective prosecution of the war.

ARTICLE V

The National Government of the Republic of China will not without the consent of the Government of Canada sell to any other Government or to persons in other countries war supplies delivered to it under this agreement.

ARTICLE VI

The Government of Canada will not require the National Government of the Republic of China to re-deliver to the Government of Canada any war supplies delivered under this agreement except as specifically provided in Articles VII and VIII and subject to any special agreement which may be concluded in the circumstances contemplated in Article IX.

ARTICLE VII

Title to any cargo ships delivered under this agreement will remain with the Government of Canada and the ships shall be chartered to the National Government of the Republic of China on terms providing for their re-delivery.

ARTICLE VIII

Upon the cessation of hostilities in any major theatre of war, any war supplies which have been transferred to the National Government of the Republic of China under this agreement and are still in Canada or in ocean transit shall revert to Canadian ownership, except those supplies destined for a theatre of war in which hostilities have not ceased or supplies made available for relief purposes or such other supplies as the Government of Canada may specify.

ARTICLE IX

The Government of Canada reserves the right to request:

(a) The delivery, after the cessation of hostilities in any theatre of war, for relief and rehabilitation purposes, to another United Nation or to an international organization, of automotive equipment supplied under this agreement;

(b) The transfer to Canadian forces serving outside Canada after the cessation of hostilities of vehicles, aircraft, ordnance or military equipment supplied under this agreement to the National Government of the Republic of China if such war supplies are required for the use of such Canadian forces and are not required by the National Government of the Republic of China for military operations; and

(c) The return to Canada after the war, if required in Canada for Canadian purposes, of aircraft and automotive equipment supplied under this agreement which may still be serviceable, due regard being had to the degree of wastage likely to have been suffered by these articles, provided that when the identity of such Canadian equipment has been lost as a result of pooling arrangements or for other reasons, the National Government of the Republic of China may substitute equipment of a similar type.

The National Government of the Republic of China agrees to use its best endeavours to meet any such requests on such reasonable terms and conditions as shall be settled in consultation with the Government of Canada.

ARTICLE X

The Governments of Canada and China re-affirm their desire to promote mutually advantageous economic relations between their countries and throughout the world. They declare that their guiding purposes include the adoption of measures designed to promote employment, the production and consumption of goods, and the expansion of commerce through appropriate international agreements on commercial policy, with the object of contributing to the attainment of all the economic objectives set forth in the Declaration of August 14th, 1941, known as the Atlantic Charter.

ARTICLE XI

This agreement will take effect as from this day's date. It shall apply to war supplies furnished to the National Government of the Republic of China by the Government of Canada under the authority of the War Appropriation (United Nations Mutual Aid) Act of Canada, 1943, or substituted Act, including supplies furnished under the said Act before the conclusion of this agreement. It shall continue in force until a date to be agreed upon by the two Governments.

Dated at Ottawa, this 22nd day of March, nineteen hundred and forty-four.

*Signed for and on behalf of the
Government of Canada:*

W. L. MACKENZIE KING,
C. D. HOWE.

*Signed for and on behalf of the National
Government of the Republic of China:*

LIU SHIH SHUN.

Gov. Doc
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CANADA

TREATY SERIES, 1944

No. 10

EXCHANGE OF NOTES

(March 1 and 23, 1944)

BETWEEN

CANADA

AND

THE UNITED STATES OF AMERICA

CONSTITUTING AN AGREEMENT FOR THE
SETTLEMENT OF CLAIMS ARISING OUT
OF TRAFFIC ACCIDENTS INVOLVING
CANADIAN AND UNITED
STATES VEHICLES

In force March 23, 1944



OTTAWA
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1948

SUMMARY

	PAGE
I. Note, dated March 1, 1944, from the Secretary of State for External Affairs of Canada, to the United States Ambassador to Canada.....	3
II. Note, dated March 23, 1944, from the United States Ambassador to the Secretary of State for External Affairs of Canada.....	4

**EXCHANGE OF NOTES (MARCH 1 AND 23, 1944) BETWEEN CANADA
AND THE UNITED STATES OF AMERICA CONSTITUTING AN
AGREEMENT FOR THE SETTLEMENT OF CLAIMS ARISING OUT
OF TRAFFIC ACCIDENTS INVOLVING CANADIAN AND UNITED
STATES VEHICLES.**

I

*The Secretary of State for External Affairs of Canada
to the United States Ambassador to Canada*

DEPARTMENT OF EXTERNAL AFFAIRS

OTTAWA, March 1, 1944.

No. 16

Excellency,

I have the honour to refer to my Note No. 130 of October 21, 1943, proposing a basis for the settlement of claims arising out of traffic accidents involving vehicles of the Armed Forces of Canada and vehicles of the Armed Forces of the United States.

The Government of Canada agree to the changes in the proposed Agreement suggested in your Note No. 75 of December 22, 1943.

The Government of Canada is now prepared to enter into an agreement with the Government of the United States establishing the basis to be adopted for the settlement of claims arising out of traffic accidents involving vehicles of the Armed Forces of Canada and vehicles of the Armed Forces of the United States in the following terms:—

(a) The agreement would cover all vehicles of the Armed Forces of the Government of Canada (hereinafter called Canadian vehicles) and all vehicles of the Armed Forces of the Government of the United States (hereinafter called United States vehicles).

(b) The agreement would apply to accidents wherever they occur which take place on or after December 7th, 1941, which have not already been disposed of, and which involve a Canadian or United States vehicle.

(c) Neither Government would make any claim against the other for any damage caused in an accident to which this agreement applies to any vehicle, stores or other property of the Government of Canada and used by the Royal Canadian Navy, the Canadian Army or the Royal Canadian Air Force, or to any vehicle, stores or other property of the Government of the United States, and used by the United States Army, the United States Army Air Force, the United States Navy or the United States Navy Air Force.

(d) Neither Government would make any claim against the other in respect of the death of or injury to any member or civilian employee of the Armed Forces of Canada or of the United States, caused by a United States vehicle or a Canadian vehicle in an accident to which this agreement applies, provided that no claims which members or civilian

employees of the Armed Forces of Canada or of the United States may have in their own right on account of injury or death, would be effected by this agreement.

2. I shall be glad if you will inform me whether the Government of the United States agree to an arrangement on this basis. If so, this note and your reply to that effect will be regarded as constituting an agreement between our two Governments which will continue in force in respect of all accidents which may occur prior to the expiration of three months from the date on which either of the two Governments gives notice to the other of its intention to terminate the agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

J. E. READ,
*For the Secretary of State for
External Affairs.*

II

*The United States Ambassador
to the Secretary of State for External Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

OTTAWA, March 23, 1944.

No. 121

Sir:

I have the honor to acknowledge the receipt of your note No. 16 of March 1, 1944, outlining a proposed Agreement with the Government of the United States establishing the basis to be adopted for the settlement of claims arising out of traffic accidents involving vehicles of the Armed Forces of Canada and vehicles of the Armed Forces of the United States.

I have now been authorized to inform you that the arrangement, as set forth in your note under acknowledgment, is agreeable to my Government and that your note, together with this reply, will be regarded as constituting an agreement between our two Governments on the subject.

RAY ATHERTON

W. Doc
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CANADA

TREATY SERIES, 1944

No. 11

TREATY

BETWEEN

CANADA

AND

THE REPUBLIC OF CHINA

CONCERNING THE

RELINQUISHMENT OF EXTRATERRITORIAL
RIGHTS AND THE REGULATION OF
RELATED MATTERS

(With Exchange of Notes)

Signed in Ottawa, April 14, 1944

Ratifications Exchanged at Chungking, April 3, 1945



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OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1948

TREATY BETWEEN CANADA AND THE REPUBLIC OF CHINA CONCERNING THE RELINQUISHMENT OF EXTRATERRITORIAL RIGHTS AND THE REGULATION OF RELATED MATTERS* (WITH EXCHANGE OF NOTES).

Signed in Ottawa, on April 14, 1944

His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, in respect of Canada, and His Excellency the President of the National Government of the Republic of China;

Desiring to promote a spirit of friendship in the general relations between Canada and China, and for this purpose to adjust certain matters in the relations of the two countries;

Have decided to conclude a Treaty for this purpose, and to that end have appointed as their Plenipotentiaries;

His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, for Canada:

The Right Honourable W. L. Mackenzie King, Prime Minister, President of the Privy Council and Secretary of State for External Affairs of Canada, and

His Excellency the President of the National Government of the Republic of China;

His Excellency Dr. Liu Shih Shun, Ambassador Extraordinary and Plenipotentiary of the Republic of China to Canada;

Who, having communicated to each other their full powers, found in good and due form, have agreed on the following Articles:

ARTICLE I

In the present Treaty the expression "companies" shall be interpreted as meaning limited liability and other companies, partnerships and associations constituted under the laws of Canada or of the Republic of China as the case may be.

ARTICLE II

All provisions of treaties or agreements in force between Canada and China, which authorize any British or Canadian authority to exercise jurisdiction in China over Canadian nationals or companies are hereby abrogated. Canadian nationals and companies shall be subject in China to the jurisdiction of the Government of the Republic of China, in accordance with the principles of international law and practice.

ARTICLE III

The Government of Canada will co-operate, to the extent that any Canadian interest may be involved, with the Government of the Republic of China in negotiations and arrangements for the abandonment by foreign Governments of special privileges held by them in Peiping, Shanghai, Amoy, Tientsin and Canton, and will raise no objection to any measures which may be directed to the abolition of such special privileges.

ARTICLE IV

(1) Article II of the present Treaty shall not affect existing rights in respect of, or existing titles to, real property in China held by Canadian nationals or companies. Such existing rights and titles shall be indefeasible except upon

*Ratifications exchanged at Chungking, April 3, 1945.

proof, established through due process of law, that such rights or titles have been acquired by fraud or by fraudulent or dishonest practices, it being understood that no right or title shall be rendered invalid by virtue of any subsequent change in the official procedure through which it was acquired. It is agreed that the exercise of these rights or titles shall be subject to the laws and regulations of the Republic of China concerning taxation, national defence and the right of eminent domain and that no such rights or titles may be alienated to the Government or nationals (including companies) of any third country without the express consent of the Government of the Republic of China. And it is further agreed that the restriction on the right of alienation of existing rights and titles to real property referred to in this Article will be applied by the Chinese authorities in an equitable manner and that if, and when, the Government of the Republic of China declines to give assent to a proposed transfer, the Government of the Republic of China will, in a spirit of justice and with a view to precluding loss on the part of the nationals or companies whose interests are affected, undertake, if so requested by the nationals or companies to whom permission to alienate has been refused, to take over the rights and titles in question and to pay adequate compensation therefor.

(2) Should the Government of the Republic of China desire to replace by new and appropriate deeds existing documentary evidence relating to real property held by Canadian nationals or companies, the new deeds shall fully protect the prior rights and interests of the Canadian nationals or companies, and their legal heirs, successors or assigns.

(3) Canadian nationals or companies shall not be required by the Chinese authorities to make any payments of fees in connection with land transfers for or with relation to any period prior to the day of coming into force of the present Treaty.

ARTICLE V

The Government of Canada having long accorded rights to nationals of the Republic of China within the territory of Canada to travel, reside and carry on trade throughout the whole extent of that territory, the Government of the Republic of China agrees to accord similar rights to Canadian nationals within the territory of the Republic of China. Each of the two Governments will endeavour to accord in territory under its jurisdiction to nationals and companies of the other country in regard to all legal proceedings and in matters relating to the administration of justice, and to the levying of taxes or requirements in connection therewith, treatment not less favourable than that accorded to its own nationals and companies.

ARTICLE VI

The consular officers of one High Contracting Party, duly provided with exequaturs, shall be permitted to reside in such ports, places and cities of the other High Contracting Party as may be agreed upon. The consular officers of each of the High Contracting Parties shall have the right to interview, to communicate with, and to advise nationals or companies of their country within their consular districts; they shall be informed immediately whenever nationals of their country are under detention or arrest or in prison or are awaiting trial in their consular districts and they shall, upon notification to the appropriate authorities, be permitted to visit any such nationals; and, in general, the consular officers of each of the High Contracting Parties in the territory of the other shall be accorded the rights, privileges and immunities enjoyed by consular officers under modern international usage.

It is likewise agreed that the nationals or companies of each of the High Contracting Parties in the territory of the other shall have the right at all times to communicate with the consular officers of their country. Communications to their consular officers from nationals of each of the High Contracting Parties who are under detention or arrest or in prison or are awaiting trial in the territory of the other High Contracting Party shall be forwarded to such consular officers by the local authorities.

ARTICLE VII

(1) The High Contracting Parties agree that they will enter into negotiations for the conclusion of a comprehensive modern treaty or treaties of friendship, commerce, navigation and consular rights upon the request of either of them or in any case within six months after the cessation of the hostilities in the war against the common enemies in which they are both now engaged. The treaty or treaties to be thus negotiated will be based upon the principles of international law and practice as reflected in modern international procedure and in the modern treaties which each of the Governments has concluded with other Powers in recent years.

(2) Pending the conclusion of the comprehensive treaty or treaties referred to in the preceding paragraph, if any questions affecting the rights in the territory of the Republic of China of the Canadian Government or of Canadian nationals or companies should arise in future and if these questions are not covered by the present Treaty and annexed exchange of notes or by the provisions of the existing treaties, conventions and agreements between the Governments of Canada and the Republic of China which are not abrogated by or inconsistent with the present Treaty and annexed exchange of notes, such questions shall be discussed by representatives of the two Governments and shall be decided in accordance with the generally accepted principles of international law and with modern international practice.

ARTICLE VIII

The High Contracting Parties agree that questions which may affect the sovereignty of the Republic of China and which are not covered by the present Treaty and annexed exchange of notes shall be discussed by representatives of the High Contracting Parties and decided in accordance with generally accepted principles of international law and modern international practice.

ARTICLE IX

The present Treaty shall be ratified and the instruments of ratification shall be exchanged at Chungking as soon as possible. The present Treaty shall come into force and be effective on the day of the exchange of ratifications.

In witness whereof the above-mentioned Plenipotentiaries have signed the present Treaty and affixed thereto their seals.

Done at Ottawa this fifteenth day of April, 1944, corresponding to the fifteenth day of the fourth month of the thirty-third year of the Republic of China, in duplicate in English and Chinese, both texts being equally authentic.

(Seal) W. L. MACKENZIE KING
(Seal) LIU SHIH SHUN

ANNEX

EXCHANGE OF NOTES BETWEEN CANADA AND THE REPUBLIC OF CHINA

I

*The Chinese Ambassador in Canada
to the Secretary of State for External Affairs*

EMBASSY OF THE REPUBLIC OF CHINA

OTTAWA, April 14, 1944.

Sir,

In connection with the Treaty signed today between His Excellency the President of the National Government of the Republic of China and His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, for Canada, I have the honour to state that it is the understanding of the National Government of the Republic of China that all rights and privileges relinquished by His Majesty the King, for the United Kingdom of Great Britain and Northern Ireland and India, as provided in the Treaty and exchange of notes of January 11, 1943, between the Republic of China on the one hand and the United Kingdom of Great Britain and Northern Ireland and India on the other, have been similarly relinquished by His Majesty the King for Canada. This understanding, if confirmed by your Government, shall be considered as forming an integral part of the Treaty signed today and shall be considered to be effective upon the date of the entry into force of that Treaty. I should be glad if you would confirm the above understanding on behalf of the Government of Canada.

I avail myself of this opportunity to renew to you, Sir, the assurances of my highest consideration.

LIU SHIH SHUN

II

*The Secretary of State for External Affairs
to the Chinese Ambassador in Canada*

DEPARTMENT OF EXTERNAL AFFAIRS

OTTAWA, April 14, 1944.

Excellency,

I have the honour to acknowledge the receipt of your Excellency's note of today's date reading as follows:—

"In connection with the Treaty signed today between His Excellency the President of the National Government of the Republic of China and His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, for Canada, I have the honour to state that it is the understanding of the National Government of the Republic of China that all rights and privileges relinquished by His Majesty the King, for the United Kingdom of Great Britain and Northern Ireland and India, as provided in the Treaty and exchange of notes of January 11, 1943, between

the Republic of China on the one hand and the United Kingdom of Great Britain and Northern Ireland and India on the other, have been similarly relinquished by His Majesty the King for Canada. The understanding, if confirmed by your Government, shall be considered as forming an integral part of the Treaty signed today and shall be considered to be effective upon the date of the entry into force of that Treaty. I should be glad if you would confirm the above understanding on behalf of the Government of Canada.

“I avail myself of this opportunity to renew to you, Sir, the assurance of my highest consideration.

LIU SHIH SHUN.”

I have the honour on behalf of the Government of Canada to confirm the understanding of the National Government of the Republic of China that all rights and privileges relinquished by His Majesty the King, for the United Kingdom of Great Britain and Northern Ireland and India, as provided in the Treaty and exchange of notes of January 11, 1943, between the Republic of China on the one hand and the United Kingdom of Great Britain and Northern Ireland and India on the other, have been similarly relinquished by His Majesty the King for Canada.

This understanding shall be considered as forming an integral part of the Treaty signed today and shall be considered to be effective upon the date of the entry into force of that Treaty.

Accept, Excellency, the renewed assurances of my highest consideration.

W. L. MACKENZIE KING

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CANADA. *External Affairs*

TREATY SERIES, 1944

No. 12

AGREEMENT

BETWEEN

CANADA

AND

THE FRENCH COMMITTEE OF NATIONAL
LIBERATION

ON THE PRINCIPLES APPLYING TO THE PROVI-
SION BY CANADA OF CANADIAN WAR SUPPLIES
TO THE FRENCH COMMITTEE OF NATIONAL
LIBERATION UNDER THE WAR APPROPRIATION
(UNITED NATIONS MUTUAL AID) ACT OF
CANADA, 1943

Signed at Ottawa, April 14, 1944

In force April 14, 1944



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TREATY SERIES, 1944

No. 12

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AND

THE FRENCH COMMITTEE OF NATIONAL
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CANADA, 1943

Signed at Ottawa, April 14, 1944

In force April 14, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1948

**AGREEMENT BETWEEN THE GOVERNMENT OF CANADA AND THE
FRENCH COMMITTEE OF NATIONAL LIBERATION ON THE
PRINCIPLES APPLYING TO THE PROVISION BY CANADA OF
CANADIAN WAR SUPPLIES TO THE FRENCH COMMITTEE OF
NATIONAL LIBERATION UNDER THE WAR APPROPRIATION
(UNITED NATIONS MUTUAL AID) ACT OF CANADA, 1943**

Signed at Ottawa, April 14, 1944

Whereas Canada and the French Committee of National Liberation are associated in the present war, and

Whereas it is desirable that war supplies should be distributed in accordance with strategic needs of the war and in such manner as to contribute most effectively to the winning of the war and the establishment of peace, and

Whereas it is expedient that the conditions upon which such war supplies are made available should not be such as to burden post-war commerce, or lead to the imposition of trade restrictions or otherwise prejudice a just and enduring peace, and

Whereas the Government of Canada and the French Committee of National Liberation are mutually desirous of concluding an agreement in regard to the conditions upon which Canadian war supplies will be made available to the French Committee of National Liberation,

The Undersigned, being duly authorized by the Government of Canada and the French Committee of National Liberation respectively for the purpose, have agreed as follows:

ARTICLE I

The Government of Canada will make available under the War Appropriation (United Nations Mutual Aid) Act of Canada, 1943, to the French Committee of National Liberation such war supplies as the Government of Canada shall authorize from time to time to be provided.

ARTICLE II

The French Committee of National Liberation will continue to contribute to the defence of Canada and the strengthening thereof and will provide such articles, services, facilities or information as it may be in a position to supply and as may from time to time be determined by common agreement in the light of the development of the war.

ARTICLE III

The French Committee of National Liberation will, in support of any applications to the Government of Canada for the provision of war supplies under this agreement, furnish the Government of Canada with such relevant information as the Government of Canada may require for the purpose of deciding upon the applications and for executing the purposes of this agreement.

ARTICLE IV

The French Committee of National Liberation agrees to use any war supplies delivered to it under this agreement in the joint and effective prosecution of the war.

ARTICLE V

The French Committee of National Liberation will not without the consent of the Government of Canada sell to any other Government or to persons in other countries war supplies delivered to it under this agreement.

ARTICLE VI

The Government of Canada will not require the French Committee of National Liberation to re-deliver to the Government of Canada any war supplies delivered under this agreement except as specifically provided in Articles VII and VIII and subject to any special agreement which may be concluded in the circumstances contemplated in Article IX.

ARTICLE VII

Title to any cargo ships delivered under this agreement will remain with the Government of Canada and the ships shall be chartered to the French Committee of National Liberation on terms providing for their re-delivery.

ARTICLE VIII

Upon the cessation of hostilities in any major theatre of war, any war supplies which have been transferred to the French Committee of National Liberation under this agreement and are still in Canada or in ocean transit shall revert to Canadian ownership, except those supplies destined for a theatre of war in which hostilities have not ceased or supplies made available for relief purposes or such other supplies as the Government of Canada may specify.

ARTICLE IX

The Government of Canada reserves the right to request:

- (a) the delivery, after the cessation of hostilities in any theatre of war, for relief and rehabilitation purposes, to another United Nation or to an international organization, of automotive equipment supplied under this agreement;
- (b) the transfer to Canadian forces serving outside Canada after the cessation of hostilities of vehicles, aircraft, ordnance or military equipment supplied under this agreement to the French Committee of National Liberation if such war supplies are required for the use of such Canadian forces and are not required by the French Committee of National Liberation for military operations; and
- (c) the return to Canada after the war, if required in Canada for Canadian purposes, of aircraft and automotive equipment supplied under this agreement which may still be serviceable, due regard being had to the degree of wastage likely to have been suffered by these articles, provided that when the identity of such Canadian equipment has been lost as a result of pooling arrangements or for other reasons, the French Committee of National Liberation may substitute equipment of a similar type.

The French Committee of National Liberation agrees to use its best endeavours to meet any such requests on such reasonable terms and conditions as shall be settled in consultation with the Government of Canada.

ARTICLE X

The Government of Canada and the French Committee of National Liberation re-affirm their desire to promote mutually advantageous economic

relations between Canada and France and throughout the world. They declare that their guiding purposes include the adoption of measures designed to promote employment, the production and consumption of goods, and the expansion of commerce through appropriate international agreements on commercial policy, with the object of contributing to the attainment of all the economic objectives set forth in the Declaration of August 14, 1941, known as the Atlantic Charter.

ARTICLE XI

This agreement will take effect as from this day's date. It shall apply to war supplies furnished to the French Committee of National Liberation by the Government of Canada under the authority of the War Appropriation (United Nations Mutual Aid) Act of Canada, 1943, or substituted Act, including supplies furnished under the said Act before the conclusion of this agreement. It shall continue in force until a date to be agreed upon by the Government of Canada and the French Committee of National Liberation.

Dated at Ottawa this fourteenth day of April, nineteen hundred and forty-four.

*Signed for and on behalf of the
Government of Canada:*

W. L. MACKENZIE KING
C. D. HOWE

*Signed for and on behalf of the
French Committee of National
Liberation:*

G. BONNEAU

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CANADA. *External Affairs*

TREATY SERIES, 1944

No. 13

EXCHANGE OF NOTES

(May 3, 1944)

BETWEEN

CANADA

AND

THE UNITED STATES OF AMERICA

CONSTITUTING AN AGREEMENT FOR A
TEMPORARY ADDITIONAL DIVERSION
OF WATER AT NIAGARA FOR
POWER PURPOSES



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1948

Price, 25 cents

CANADA

TREATY SERIES, 1944

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OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1948

SUMMARY

	PAGE
I. Note, dated May 3, 1944, from the Canadian Ambassador to the United States to the Secretary of State of the United States	3
II. Note, dated May 3, 1944, from the Secretary of State of the United States to the Canadian Ambassador	4

**EXCHANGE OF NOTES (MAY 3, 1944) BETWEEN CANADA AND THE
UNITED STATES OF AMERICA CONSTITUTING AN AGREEMENT
FOR A TEMPORARY ADDITIONAL DIVERSION OF WATER AT
NIAGARA FOR POWER PURPOSES**

I

*The Canadian Ambassador to the United States
to the Secretary of State of the United States*

CANADIAN EMBASSY

Washington, May 3, 1944.

Sir:

I have the honour to refer to the exchanges of notes of May 20, 1941,* and of October 27 and November 27, 1941,** regarding emergency diversions of water for power purposes at Niagara.

As you know, officials of the two countries have worked in close co-operation to make the maximum use for war purposes of facilities in both countries for the production of water power. It has recently been found that there are existing facilities on the Canadian side of the Niagara River to use an additional 4,000 cubic feet of water per second. In view of the continuing need for additional power in the Niagara Falls area for war purposes, the Canadian Government hopes that the United States Government will raise no objection to the additional diversion for power purposes of 4,000 cubic feet per second, in terms of the daily aggregate, through existing facilities, on the Canadian side of the Niagara River above the Falls.

This additional diversion of Niagara water would be subject to the following conditions:

(a) It would terminate upon the conclusion of hostilities unless terminated earlier by agreements;

(b) It would be reviewed periodically, as are the arrangements effected by the exchanges of notes referred to above; and

(c) Most of the additional energy, estimated at 620,000 k.w.h. per day, would be made available for utilization in the United States under existing arrangements.

The Canadian Government also proposes that the engineers of Canada and the United States be instructed to take all feasible steps to minimize the effect of this diversion upon the scenic beauty of Niagara Falls.

Accept, Sir, the renewed assurance of my highest consideration.

LEIGHTON McCARTHY

*For the text of the Notes of May 20, 1941, see *Canada Treaty Series*, 1941, No. 7.

**For the text of the Notes of October 27 and November 27, 1941, see *Canada Treaty Series*, 1941, No. 15.

II

*The Secretary of State of the United States
to the Canadian Ambassador*

DEPARTMENT OF STATE

Washington, May 3, 1944.

Excellency:

I have the honour to inform you that the American Government concurs in the proposals set forth in your note of May 3, 1944, and that it will raise no objection to the additional diversion of 4,000 cubic feet of water per second on the Canadian side of the Niagara River under the conditions stated in your note. It likewise agrees that the engineers of the two countries should be instructed to take all feasible steps to minimize the effect of this wartime diversion upon the scenic beauty of Niagara Falls.

Your note and this reply thereto, when approved by the Senate, shall be regarded as placing on record the understanding arrived at between the two Governments concerning this matter.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL

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CANADA. *External Affairs Dept.*

TREATY SERIES, 1944

No. 14

EXCHANGE OF NOTES

(May 1, 6 and 15, 1944)

BETWEEN

CANADA AND NEWFOUNDLAND

RECORDING PERMISSION

FOR CANADIAN FISHING VESSELS

TO LAND SALT AND FISH IN NEWFOUNDLAND

FOR TEMPORARY STORAGE IN BOND

DURING THE CALENDAR YEAR 1944

In Force May 15, 1944



OTTAWA

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CANADA

TREATY SERIES, 1944

No. 14

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SUMMARY

	PAGE
I. Note, dated May 1, 1944, from the Acting High Commissioner for Canada to Newfoundland, to The Commissioner for Natural Resources of Newfoundland	3
II. Note, dated May 6, 1944, from the Commissioner for Natural Resources of Newfoundland, to the Acting High Commissioner for Canada.....	3
III. Note, dated May 15, from the Acting High Commissioner for Canada, to the Commissioner for Natural Resources.....	5

**EXCHANGE OF NOTES (MAY 1, 6 and 15, 1944) BETWEEN CANADA
AND NEWFOUNDLAND RECORDING PERMISSION FOR
CANADIAN FISHING VESSELS TO LAND SALT AND FISH IN
NEWFOUNDLAND FOR TEMPORARY STORAGE IN BOND
DURING THE CALENDAR YEAR 1944**

I

*The Acting High Commissioner for Canada to Newfoundland
to the Commissioner for Natural Resources of Newfoundland*

OFFICE OF THE HIGH COMMISSIONER FOR CANADA

No. 16

ST. JOHN'S, NEWFOUNDLAND, May 1, 1944.

DEAR MR. DUNN,

I have been requested by my Government to approach the Newfoundland Government for permission for Canadian fishing vessels to land salt and fish in Newfoundland for temporary storage in bond during the present year while operating on the fishing banks of Newfoundland. In making this request I should point out that the privilege would be of considerable value to Canadian fishermen since they could return to the fishing ground to complete their catch without having to make the long voyage to Canadian ports. No competitive interest between Canadian and Newfoundland fishermen should arise because of the fixed price for salt cod, and the granting of such a privilege would not in any way injure the interest of Newfoundland fishermen.

The privilege of landing fish in Newfoundland was formerly accorded to Canadian fishermen but was withdrawn some years ago by Newfoundland. This privilege is still granted to the Newfoundland fishermen who are allowed to land stores and fish in Canada for a temporary storage while fishing off Canada.

I should be obliged if you would advise me if the Newfoundland Government are prepared to grant this request. If so, my letter and your reply would constitute an agreement in the matter.

Yours sincerely,

J. C. BRITTON,
Acting High Commissioner for Canada.

II

*The Commissioner for Natural Resources of Newfoundland
to the Acting High Commissioner for Canada to Newfoundland*

DEPARTMENT OF NATURAL RESOURCES

ST. JOHN'S, NEWFOUNDLAND, 6th May, 1944.

DEAR MR. BRITTON,

Your letter of 1st May concerning an application by the Canadian Government for permission for Canadian fishing vessels to land salt and fish in Newfoundland for temporary storage in bond during the present year while operating on the banks of Newfoundland was considered by the Commission of Government.

It was decided to grant this request subject to the following conditions:—

(1) This privilege is limited to the calendar year 1944, and is restricted to Newfoundland Customs Ports of Entry, a list of which is annexed.

(2) The master of each vessel reports to the Collector of Customs and furnishes him with a list showing the quantities of salt and fish to be landed, together with the location of the premises to be used for storage purposes.

(3) The period of storage of fish shall not exceed six weeks or such period as will allow the vessel to finish its baiting and then return and pick up the landed portion of its cargo for conveyance to a Canadian port.

(4) The owner or operator of the vessel makes application to the Newfoundland Fisheries Board for a licence to import salt in which is stated the quantity to be stored and the purpose for which it is to be used.

Yours sincerely,

P. H. D. DUNN,
Commissioner.

ENCLOSURE

H.M. CUSTOMS, NEWFOUNDLAND

The Commissioner for Finance acting under the powers conferred on him by Section 12 of the Customs and Excise Act, 1938, and with the consent of the Governor in Commission, has approved the following places to be ports of entry for all purposes relating to Customs:—

Aguathuna	English Harbour West	Lories
Argentia	Ferryland	Marystown
Battle Harbour	Flowers's Cove	Millertown
Bay Bulls	Fogo	North West River
Bay l'Argent	Forteau	Oderin
Bay Roberts	Fortune	Port Aux Basques
Belleoram	Gander	Port au Port
Bell Island	Gaultois	Port Hope Simpson
Bishops Falls	Glovertown	Port Saunders
Bonavista	Goose Bay Airport	Port Union
Bonne Bay	Grand Bank	Pushthrough
Botwood	Grand Falls	Ramea
Buchans	Greenspond	Rose Blanche
Burin	Harbour Breton	St. Anthony
Burgeo	Harbour Buffett	St. Georges
Cape Broyle	Harbour Grace	St. Lawrence
Carbonear	Harmon Field	St. Mary's
Cartwright	Holyrood	Trepassey
Clareville	Lamaline	Twillingate
Codroy	Lark Harbour	Whitbourne
Corner Brook	Lewisporte	Wood's Island
Curling	Little Bay Islands	

All goods, whether liable to duty or not, must be imported into Newfoundland at an approved port of entry.

H. V. HUTCHINGS,
Secretary for Customs.

St. JOHN's,
1st January, 1939.

III

*The Acting High Commissioner for Canada to Newfoundland
to the Commissioner for Natural Resources of Newfoundland*

OFFICE OF THE HIGH COMMISSIONER FOR CANADA

No. 17

ST. JOHN'S, May 15, 1944.

DEAR MR. DUNN,

With reference to your letter of May 6, 1944, relative to the application by the Canadian Government for permission for Canadian fishing vessels to land salt and fish in Newfoundland for temporary storage in bond during the present year while operating off the Banks of Newfoundland, I wish to confirm our telephone conversation in which I advised you that the conditions required by the Newfoundland Government, as outlined in your letter, are accepted by the Canadian Government.

It is suggested by the Canadian Government that May 18 would be a convenient date for the publication of the Agreement and it is desired that the Minister of Fisheries should make the announcement at the opening of the House at three p.m. In conformity with your verbal agreement I have informed the Canadian Government by cable that the time and place of the announcement of the agreement are suitable to the Newfoundland Government.

I have been directed to advise you that the Canadian Government deeply appreciates the consideration of the Newfoundland Commission of Government in granting this privilege on behalf of Canadian fishermen.

Yours sincerely,

J. C. BRITTON,
Acting High Commissioner for Canada.

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CANADA. *External Affairs Dept.*

TREATY SERIES, 1944

No. 15

EXCHANGE OF NOTES

(May 24, 1944)

BETWEEN

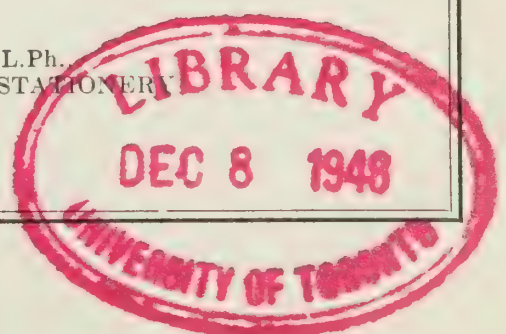
CANADA AND BRAZIL

CONSTITUTING AN AGREEMENT
FOR THE
PROMOTION OF CULTURAL RELATIONS
BETWEEN THE TWO COUNTRIES

In Force May 24, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.
KING'S PRINTER AND CONTROLLER OF STATIONERY
1948



Price, 25 cents

CANADA

TREATY SERIES, 1944

No. 15

EXCHANGE OF NOTES

(May 24, 1944)

BETWEEN

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FOR THE
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In Force May 24, 1944



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EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1948

SUMMARY

	PAGE
I. Note, dated May 24, 1944, from the Canadian Ambassador to Brazil, to the Brazilian Minister of External Relations.....	3
II. Note, dated May 24, 1944, from the Brazilian Minister of External Relations, to the Canadian Ambassador..	4

**EXCHANGE OF NOTES (MAY 24, 1944) BETWEEN CANADA AND
BRAZIL CONSTITUTING AN AGREEMENT FOR THE PROMOTION
OF CULTURAL RELATIONS BETWEEN THE TWO COUNTRIES**

(Translation)

I

*The Canadian Ambassador to Brazil
to the Brazilian Minister of External Relations*

CANADIAN EMBASSY

No. 25

RIO DE JANEIRO, 24th May, 1944.

MONSIEUR LE MINISTRE,

With reference to the agreement in principle reached in the course of our previous conversations with regard to the promotion of permanent and regular cultural relations between Canada and the United States of Brazil, I have the honour to bring to the attention of Your Excellency the views of my Government in this respect.

It is considered that, in the relations between the two countries, there should be recognition of the desirability of promoting a greater mutual knowledge and wider comprehension of the respective peoples, their cultures, traditions and institutions.

In particular the Canadian Government welcomes efforts made:

to encourage and facilitate the exchange of official, scientific and technical publications, reviews, newspaper articles, books, et cetera; and

to encourage and facilitate the organization and presentation of artistic exhibitions, concerts, lectures, radio programmes, films, and other activities and contacts.

To this end the Government of Canada is resolved, within its constitutional powers, and by such means as are at its disposal, to encourage intellectual and cultural activities of reciprocal value in furthering the understanding of one country by the other.

I should be grateful if you would let me know whether your Government is prepared to concur in these views.

I beg your Excellency to accept the assurances of my highest esteem and consideration.

JEAN DÉSY

II

*The Brazilian Minister of External Relations
to the Canadian Ambassador*

PALACIO DO ITAMARATY

RIO DE JANEIRO, the 24th May, 1944.

DAI/DCI/12/542.6 (21)

MONSIEUR L'AMBASSADEUR,

I have the honour to acknowledge receipt of the note No. 25 of today's date by which your Excellency, referring to the agreement in principle reached in our conversation, in accordance with the instructions presents the point of view of your Government with relation to the establishment of permanent and regular cultural relations between Brazil and Canada.

2. Your Excellency indicates that the Canadian Government is of the opinion that in the relations between our two peoples there should be taken into consideration a greater mutual knowledge and wider comprehension of their cultures, traditions, and institutions and that it welcomes efforts which would:

(1) encourage the exchange of official, scientific and technical publications as well as reviews, books, newspaper articles, etc.; and

(2) encourage the organization and presentation of artistic expositions, concerts, lectures, radio programmes, films, as well as all other means of rapprochement of the same nature.

3. Your Excellency concludes by assuring me that it is the intention of the Canadian Government to encourage within the limits of its constitutional powers and within the means at its disposal, intellectual and cultural activities which can contribute to a better reciprocal acquaintance.

4. Entirely in agreement with the idea of the Canadian Government, as already demonstrated by Your Excellency on different occasions, the Brazilian Government has equally the intention of encouraging this work of intellectual interchange, which seems to it of the greatest benefit for the relations between our two countries.

I seize this opportunity to renew to Your Excellency the assurances of my highest consideration.

OSWALDO ARANHA

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an
CANADA. *External Affairs*

TREATY SERIES, 1944

No. 16

EXCHANGE OF NOTES

(June 7, 1944)

BETWEEN

CANADA

AND

THE UNITED STATES OF AMERICA

RECORDING AN AGREEMENT

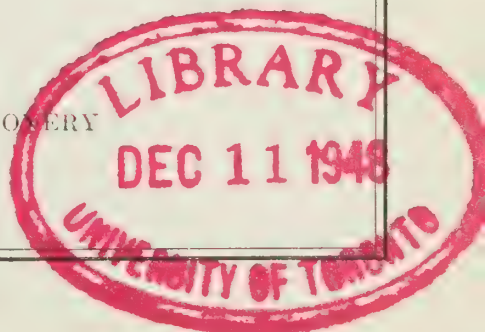
CONCERNING THE

DISCOVERY AND DEVELOPMENT OF OIL FIELDS
IN NORTHWESTERN CANADA

In Force June 7, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
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1948



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CANADA

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1948

SUMMARY

	PAGE
I. Note, dated June 7, 1944, from the United States Ambassador to Canada, to the Secretary of State for External Affairs	3
II. Note, dated June 7, 1944, from the Secretary of State for External Affairs to the United States Ambassador to Canada	3

**EXCHANGE OF NOTES (JUNE 7, 1944) BETWEEN CANADA AND THE
UNITED STATES OF AMERICA RECORDING AN AGREEMENT
CONCERNING THE DISCOVERY AND DEVELOPMENT OF OIL
FIELDS IN NORTHWESTERN CANADA**

I

*The United States Ambassador to Canada
to the Secretary of State for External Affairs of Canada*

EMBASSY OF THE UNITED STATES OF AMERICA

OTTAWA, CANADA, June 7, 1944.

No. 156.

Sir:

I have the honour to refer to previous correspondence and specifically, to the exchanges of notes of June 27 and 29, 1942,* August 14 and 15, 1942,† and December 28, 1942-January 13, 1943,‡ as well as to recent conversations which have taken place with officials of your Government, all with regard to the Canol project.

2. My Government, desiring to arrange for an early withdrawal from activities in the Northwest Territories having to do with discovery and development of oil fields and at the same time to provide for an adequate supply of oil to meet present and future military needs, proposes the following, namely, that it: (a) terminate its contract with the Nobel Drilling Company for exploration work in the Northwest Territories; and, (b) modify its contract with Imperial Oil Limited for the discovery and development of oil fields and the production of oil in accordance with the terms of the letter of intent dated April 11, 1944, a copy of which is enclosed.

3. The Government of the United States asks the Canadian Government to agree to the proposals set forth above and further to agree: (a) that the provision of the August 14-15, 1942, exchange of notes as to the disposition of the Skagway-Whitehorse pipeline will apply also to the gasoline distribution lines to Watson Lake and Fairbanks; (b) that after the United States disposes of its works, installations and facilities of the Canol project as provided in existing agreements, the owners and/or lessees thereof will be granted adequate enjoyment of the sites, rights of way, and riparian rights required for satisfactory utilization and that the Canadian Government or its assigns will permit the aforesaid works, installations, and facilities to be used, on equitable terms, for the transportation and refining of crude petroleum purchased by the United States in the Northwest Territories and for the distribution of such petroleum and the products thereof both within and without the boundaries of Canada; (c) that no export or other tax, or embargo affecting the United States Government will be placed upon the export of oil purchased by the United States in accordance with the terms of this note.

*For the text of the Notes of June 27 and 29, 1942, see *Canada Treaty Series*, 1942, No. 23.

†For the text of the Notes of August 14 and 15, 1942, see *Canada Treaty Series*, 1942, No. 24.

‡For the text of the Notes of December 28, 1942, and January 13, 1943, see *Canada Treaty Series*, 1943, No. 18.

4. It is understood that nothing in clause (b) in paragraph 3 above precludes the Government of Canada from charging a fair and non-discriminatory rental for the use of the lands referred to in any case in which works and facilities are acquired by private interests. It is also understood that, as stated in the note from the United States Minister on June 27, 1942, "the pipeline and refinery when operated for commercial purposes will be subject to such regulations and conditions as the Canadian Government may consider it necessary to impose in order to safeguard the public interest." Finally, it is understood that clause (c) in paragraph 3 above does not limit the right of the Canadian Government after the war to charge a fair and non-discriminatory royalty on oil produced for and purchased by the United States.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON

ENCLOSURE

SPEAC

11 April, 1944

LETTER OF INTENT IN CONNECTION WITH CONTRACT
No. W-412-ENG-52, AS AMENDED BY SUPPLEMENTAL
AGREEMENTS Nos. 1, 2 AND 3

Imperial Oil Limited,
56 Church Street,
Toronto (1), Canada.

Gentlemen:

You are advised that the Government will negotiate with you a supplemental agreement to your contract, described above, with the following provisions:

1. That Supplemental Agreement No. 1 to above-mentioned contract shall be acknowledged as being terminated and cancelled.
2. That said Contract No. W-412-eng-52 and Supplemental Agreements Nos. 2 and 3 (all as amended pursuant hereto) shall hereafter and until terminated remain in full force and effect as to the proven area at and adjacent to Norman Wells, but shall not apply to or have force and effect as to any area outside said proven area; the said proven area at and adjacent to Norman Wells, shall be defined as that area colored in red on the plan hereto annexed as Exhibit 1 and copies of said plan shall be attached as Appendix A to proposed supplemental agreement.
3. That the equipment and supplies (including compressors, battery stations, etc.) intended for development and/or exploratory work now en route to Norman Wells shall be delivered at Norman Wells by the Government and installed by the contractor and such further equipment and supplies shall be furnished and delivered at Norman Wells and such further work done and completed at the proven area (all under the terms and during the life of said Contract No. W-412-eng-52 and its supplemental agreements as amended pursuant hereto) as may be necessary to render and keep the proven area capable of efficiently producing and delivering at least 4,000 barrels of crude petroleum per day to the Government and the contractor shall be obligated, during the same period, to keep the proven area capable of delivering at least 4,000 barrels per day. No action under this clause 3 shall prevent or impair the supplying of the local requirements for petroleum or petroleum products except with the consent of the Government of Canada.

4. That in lieu of the prices for crude oil mentioned in Sections 8(a) and 10 of article I of the original contract, the Government, after May 1, 1944, and during the remaining life of said Contract No. W-412-eng-52 and its supplemental agreements (all as amended pursuant hereto), will pay the contractor for crude petroleum delivered from the field tank batteries or delivered to the refinery storage for processing from wells drilled under said last-named contract, 20 Cents Canadian currency per barrel. The Government will also continue to reimburse the contractor for all costs as provided in said Contract No. W-412-eng-52 and its supplemental agreements but the contractor will pay any royalty owed to private third parties.

5. The contractor is embarking on an extensive exploratory program in the Northwest Territories and as conducive to efficiency, expedition and economy of operation for both parties, provision shall be made for such exchanges, consolidations, joint usage and divisions of expenses relating to production, general supervision, general office, utilization of employees, establishments, tankage, facilities, and services and furnishing or sale of materials and supplies on hand as may be agreed upon by the Contracting Officer and the Contractor's Project Manager as being of mutual benefit.

6. That on the termination of said contract No. W-412-eng-52 (as amended pursuant hereto), the contractor will give to the Government of the United States the continuing right to purchase for its own use but not for resale, at the wellhead or in the contractor's field tanks, crude petroleum from the said proven area to an amount which shall not exceed one-half of the recoverable reserves remaining in the proven area at the said contract termination last above mentioned or 30,000,000 barrels, whichever shall be the smaller, and in addition thereto the said Government shall have the continuing right to purchase for its own use but not for resale 10 per cent of the recoverable reserves of crude petroleum found in each field hereafter successively discovered by drilling and developed by the contractor in the Northwest Territories until there shall be a combined total of 60,000,000 barrels of crude petroleum from the proven area and the fields so discovered and developed subject to the aforesaid continuing right to purchase of the Government. The Government shall pay for the said crude oil the cost thereof to the contractor, including all direct and indirect expenses incurred in connection with finding, development and production thereof, with proper provisions for depreciation and depletion, but no depreciation or depletion shall be charged in relation to the buildings, installations and equipment covered by clause 7 hereof or in relation to the monies expended by the Government through the contractor on exploratory work and, in addition to the said cost, the Government shall pay to the contractor 20 Cents Canadian currency per barrel. The above right to purchase of the Government shall be subject to the following conditions:

- (1) To the prior and preferred supplying of all local requirements for crude petroleum and petroleum products currently.
- (2) The above right to purchase shall, from and after May 1, 1954, be exercised currently and the Government of the United States shall accordingly take delivery during each month of 20 per cent of the respective amounts of crude oil which the contractor produces for export during said month from the proven area and from each of the other areas in which the Government has its right to purchase crude oil until a total of 60,000,000 barrels of crude oil shall have been received by the said Government directly or by delivery to the contractor as hereinafter in this sub-clause (2) provided or partly by each of the said methods; in case the Government does not take all or a part of the said 20 per cent

as above set forth, the Government shall be deemed to have delivered the amount of said 20 per cent which it does not take delivery of during the month in question to the contractor for the latter's own use and the contractor shall pay to the Government all of the excess by which the average price received by the contractor for crude oil exported from the field in question during said month exceeds the price payable by the Government for said crude oil at the wellhead, namely, 20 Cents Canadian currency per barrel plus cost as above defined.

- (3) In case of war emergency, the contractor will use all reasonable endeavours to produce and deliver to the Government the crude oil which it has the right to purchase hereunder in the quantities and at the times desired by the Government. Except in case of war emergency the contractor shall not be asked to produce any of its fields inefficiently or to the injury of said fields.
- (4) Any costs in excess of those which the contractor would normally incur in the ordinary course of its business, if incurred at the request, and for the benefit of the Government, shall be for account of the Government and paid by it. The Government shall take delivery of the said crude oil currently as it purchases the same and the contractor shall not be obligated to furnish storage for the same.

7. That at the termination of said Contract No. W-412-eng-52 and its supplemental agreements (all as amended pursuant hereto), the Government shall transfer to and vest in the contractor all the wells, buildings, installations, tanks, battery stations, drilling and other equipment (including spare parts) and materials and supplies including all rights relating thereto which the Government then has in the Norman Area or en route thereto for development and/or exploratory work, including such marine and road transportation and construction equipment as is required to service the same, and any other buildings, equipment or supplies including all rights relating thereto which, not being required by the Government may be of use to the contractor in his proposed exploratory and development program. The Government agrees not to remove permanently from the Norman Area any of the above items without the consent of the contractor and to now deliver to the contractor all of such items as are not required for the contractor's operations on the proven area and the contractor shall have the right to use the same from May 1, 1944, in his proposed exploratory and development program, paying therefor a rental equivalent to 5 Cents Canadian currency per barrel for each barrel of oil purchased by the Government under Article 4 hereof. All such property as can now be itemized and listed shall be now itemized and listed and attached as Appendix B to the proposed supplemental agreement. Further items can be added to said Appendix B from time to time by the Contracting Officer and the Project Manager and a final itemizing and listing of the property shall be made at the termination of the Contract No. W-412-eng-52 by the Contracting Officer and the Project Manager and attached to the proposed supplemental agreement as Appendix C. For the above property to be so transferred to and vested in the contractor, the contractor shall pay the Government the sum of \$3,000,000 Canadian currency, said sum to be payable only out of the proceeds of oil delivered or deemed to be delivered to the Government under clause 6 hereof at the rate of 5 Cents Canadian currency per each barrel of oil so delivered or deemed to be delivered.

8. The original Contract No. W-412-eng-52 and the supplemental agreements Nos. 2 and 3 (all as amended pursuant hereto) shall terminate on the termination of hostilities in the present War or at the option of the

Government at the expiry of such period not exceeding one year after the said termination of hostilities as the Government may desire, provided that in the latter case the Government shall give the contractor three months' prior written notice of such termination.

Except as may be modified by a supplemental agreement contemplated by this Letter of Intent, the terms and conditions of your Contract No. W-412-eng-52 and supplemental agreements Nos. 2 and 3 shall remain in full force and effect.

Kindly indicate on three copies hereof your acceptance of this Letter of Intent and return all executed copies to the Contracting Officer.

Very truly yours,

THE UNITED STATES OF AMERICA

By

O. P. Easterwood, Jr.,
Major, Corps of Engineers,
Contracting Officer.

ACCEPTED1944

IMPERIAL OIL LIMITED

By

.....
(Address)

II

*The Secretary of State for External Affairs of Canada
to the United States Ambassador to Canada*

DEPARTMENT OF EXTERNAL AFFAIRS

OTTAWA, June 7, 1944.

No. 58

Sir,

In acknowledging receipt of your Note No. 156 of June 7, 1944, I have the honour to inform you that the Government of Canada, having given consideration to the desire of the Government of the United States to withdraw from activities in the Northwest Territories having to do with the discovery and development of oil fields, agrees to the proposals and understandings set forth in your Note.

I have the honour to be, Sir,

Your obedient servant,

W. L. MACKENZIE KING

Can. Doc
an
CANADA. *Ext. Int. Affairs*

TREATY SERIES, 1944

No. 17

CONVENTION

BETWEEN

CANADA

AND

THE UNITED STATES OF AMERICA

FOR THE

AVOIDANCE OF DOUBLE TAXATION
(SUCCESSION DUTIES)

Signed at Ottawa, June 8, 1944

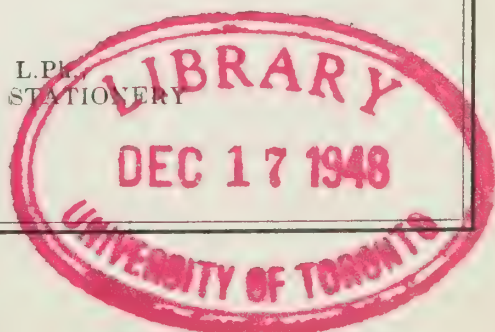
RETROACTIVE TO JUNE 14, 1941

Ratifications exchanged at Washington, February 6, 1945



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1948

SUMMARY

	PAGE
Preamble	3
Art. 1. Taxes referred to.....	3
Art. 2. Real property.....	3
Art. 3. Shares in a corporation.....	3
Art. 4. Situs of property.....	4
Art. 5. Property included in the gross estate and proportionate exemption allowed.....	4
Art. 6. Conditions upon which estate taxes are imposed and tax credit to be allowed.....	4
Art. 7. Prevention of fiscal evasion.....	6
Art. 8. Exchange of information (situation of the estate).....	6
Art. 9. Exchange of information (determination of the tax liability)	6
Art. 10. Regulations for the application of the Convention.....	6
Art. 11. Claims for tax credit and refunds.....	7
Art. 12. Exemptions and deductions, etc. not restricted by this Convention	7
Art. 13. Terms defined	7
Art. 14. Ratification. Retroactivity. Termination.....	7

**CONVENTION BETWEEN CANADA AND THE UNITED STATES OF
AMERICA FOR THE AVOIDANCE OF DOUBLE TAXATION
(SUCCESSION DUTIES)**

Signed at Ottawa, June 8, 1944

Ratifications exchanged at Washington, February 6, 1945

The Government of Canada and the Government of the United States of America, being desirous of avoiding double taxation and of preventing fiscal evasion in the case of estate taxes and succession duties, have decided to conclude a convention and for that purpose have appointed as their plenipotentiaries:

W. L. Mackenzie King, Secretary of State for External Affairs, and Colin W. G. Gibson, Minister of National Revenue, for Canada;

Ray Atherton, Ambassador Extraordinary and Plenipotentiary of the United States of America at Ottawa, for the United States of America;

Who, having communicated to one another their full powers found in good and due form, have agreed upon the following Articles:

ARTICLE I

1. The taxes referred to in this Convention are:

- (a) for the United States of America: the Federal estate taxes;
- (b) for Canada: the taxes imposed under the Dominion Succession Duty Act.

2. In the event of appreciable changes in the fiscal laws of either contracting State, the competent authorities of the contracting States will consult together.

ARTICLE II

1. Real property situated in Canada shall be exempt from the application of the taxes imposed by the United States of America.

2. Real property situated in the United States of America shall be exempt from the application of the taxes imposed by Canada.

3. The question whether rights relating to or secured by real property are to be considered as real property for the purposes of this Convention shall be determined in accordance with the laws of the contracting State imposing the tax.

ARTICLE III

1. Shares in a corporation organized in or under the laws of the United States of America, of any of the states or territories of the United States of America, or of the District of Columbia, shall be deemed to be property situated within the United States of America.

2. Shares in a corporation organized in or under the laws of Canada, or of any of the provinces or territories of Canada, shall be deemed to be property situated within Canada.

3. This Article shall not be construed as limiting the liability of the estate of any person not domiciled in Canada or of any citizen of the United States of America, under the estate tax laws of the United States of America.

ARTICLE IV

1. The situs of property shall be determined in accordance with the laws of the contracting State imposing the tax, except as otherwise provided in this Convention.

2. Allowances for debts shall be determined in accordance with the laws of the contracting State imposing the tax.

3. Domicile shall be determined in accordance with the laws of the contracting State imposing the tax.

ARTICLE V

1. In the case of a decedent who at the time of his death was a citizen of, or domiciled in, the United States of America, the United States of America may include in the gross estate any property (other than real property) situated in Canada as though this Convention had not come into effect.

2. In the case of a decedent (other than a citizen of the United States of America) who at the time of his death was domiciled in Canada, the United States of America shall, in imposing the taxes to which this Convention relates:—

(a) take into account only property situated in the United States of America; and

(b) allow as an exemption an amount which bears the same ratio to the personal exemption allowed in the case of a decedent who was at the time of his death a citizen of, or domiciled in, the United States of America as the value of the property of such decedent situated in the United States of America bears to the value of the property included in the entire gross estate of the decedent.

3. In the case of a decedent who at the time of his death was domiciled in Canada, Canada may include in the gross estate any property (other than real property) situated in the United States of America as though this Convention had not come into effect.

4. In the case of a decedent who at the time of his death was domiciled in the United States of America, Canada shall, in imposing the taxes to which this Convention relates:—

(a) take into account only property situated in Canada; and

(b) allow as an exemption an amount which bears the same ratio to the personal exemption allowed in the case of a decedent who was at the time of his death domiciled in Canada as the value of the property of such decedent situated in Canada bears to the entire value of the property, wherever situated.

ARTICLE VI

1. In the case of a decedent who at the time of his death was a citizen of or domiciled in the United States of America, the United States of America shall impose the estate taxes to which this Convention relates upon the following conditions:—

(a) In respect of property situated in Canada which, for the purpose of estate taxes, is included in the gross estate, less such property as is specifically deducted therefrom (either because of transfer for public, charitable, educational, religious or similar uses or because the property has been previously taxed under provisions of law relating to property previously taxed) there shall be allowed against the estate taxes a credit for Canadian succession taxes in respect of the property situated in Canada, the situs of such property being determined in accordance with the laws of Canada, subject to the provisions of this Convention.

- (b) The portion of the Canadian succession taxes to be allowed as a credit against United States estate taxes shall be an amount which bears the same ratio to the total Canadian succession taxes as the value of the property situated in Canada and with respect to which estate taxes are imposed by the United States of America bears to the total value of the property with respect to which succession taxes are imposed by Canada.
- (c) The credit in any such case shall not exceed an amount which bears the same ratio to such estate taxes, computed without the credit provided for herein, as the value of the property situated in Canada and not excluded or deducted from the gross estate as provided in (a) bears to the value of the entire gross estate.
- (d) The values referred to in (c) are the values determined by the United States of America for the purpose of estate taxes.
- (e) The credit provided for herein shall apply after the application of section 813 (b) of the Internal Revenue Code, as amended by the Revenue Act of 1942.

2. In the case of a decedent who at the time of his death was domiciled in Canada, Canada shall impose the succession taxes to which this Convention relates upon the following conditions:—

- (a) In respect of property situated in the United States of America which, for the purpose of succession taxes, is included in the gross estate, less such property as is specifically deducted therefrom (because of transfer for charitable, educational, religious or similar uses), there shall be allowed against the succession taxes a credit for United States estate taxes in respect of the property situated in the United States of America, the situs of such property being determined in accordance with the laws of the United States of America, subject to the provisions of this Convention.
- (b) The portion of the United States estate taxes to be allowed as a credit against Canadian succession taxes shall be an amount which bears the same ratio to the total United States estate taxes as the value of the property situated in the United States of America and with respect to which succession taxes are imposed by Canada bears to the total value of the property with respect to which estate taxes are imposed by the United States of America.
- (c) The credit in any such case shall not exceed an amount which bears the same ratio to such succession taxes, computed without the credit provided for herein, as the value of the property situated in the United States of America and not excluded or deducted from the gross estate as provided in (a) bears to the entire value of the property, wherever situated.
- (d) The values referred to in (c) are the values determined by Canada for the purpose of succession taxes.

3. (a) The credit referred to in this Article may be allowed by the United States of America if claim therefor is filed within the periods provided in section 813 (b) of the Internal Revenue Code, as amended.

(b) The credit referred to in this Article may be allowed by Canada if claim therefor is filed within the period provided by subsection 4 of section 35 of the Dominion Succession Duty Act relating to refund of overpayment.

(c) A refund based on the credit may be made if a claim therefor is filed within the respective periods above provided.

(d) Any refund based on the provisions of this Article or any other provisions of this Convention shall be made without interest.

ARTICLE VII

1. With a view to the prevention of fiscal evasion each of the contracting States undertakes to furnish to the other contracting State, as provided in the succeeding Articles of this Convention, the information which its competent authorities have at their disposal or are in a position to obtain under its revenue laws in so far as such information may be of use to the authorities of the other contracting State in the assessment of the taxes to which this Convention relates.

2. The information to be furnished under this Article, whether in the ordinary course or on request, may be exchanged directly between the competent authorities of the two contracting States.

ARTICLE VIII

1. The Commissioner shall notify the Minister as soon as practicable when the Commissioner ascertains that in the case of:—

- (a) a decedent, any part of whose estate is subject to the Federal estate tax laws, there is property of such decedent situated in Canada;
- (b) a decedent domiciled in Canada, any part of whose estate is subject to the Dominion Succession Duty Act, there is property of such decedent situated in the United States of America.

2. The Minister shall notify the Commissioner as soon as practicable when the Minister ascertains that in the case of:—

- (a) a decedent, any part of whose estate is subject to the Dominion Succession Duty Act, there is property of such decedent situated in the United States of America;
- (b) a decedent domiciled in the United States of America, any part of whose estate is subject to the Federal estate tax laws, there is property of such decedent situated in Canada.

ARTICLE IX

1. If the Minister deems it necessary to obtain the co-operation of the Commissioner in determination of the succession tax liability of any person, the Commissioner may, upon request, furnish the Minister such information bearing upon the matter as the Commissioner is entitled to obtain under the revenue laws of the United States of America.

2. If the Commissioner deems it necessary to obtain the co-operation of the Minister in the determination of the estate tax liability of any person, the Minister may, upon request, furnish the Commissioner such information bearing upon the matter as the Minister is entitled to obtain under the revenue laws of Canada.

ARTICLE X

The competent authorities of the contracting States may:—

- (a) prescribe regulations to carry into effect this Convention within the respective States and rules with respect to the exchange of information;
- (b) if doubt arises, settle questions of interpretation or application of this Convention by mutual agreement;
- (c) communicate with each other directly for the purpose of giving effect to the provisions of this Convention.

ARTICLE XI

If any fiduciary or beneficiary can show that double taxation has resulted or may result in respect of the taxes to which this Convention relates, such fiduciary or beneficiary shall be entitled to lodge a claim or protest with the State of citizenship or domicile of such fiduciary or beneficiary, or, if a corporation or other entity, with the State in which created or organized. If the claim or protest should be deemed worthy of consideration, the competent authority of such State may consult with the competent authority of the other State to determine whether the alleged double taxation exists or may occur and if so whether it may be avoided in accordance with the terms of this Convention.

ARTICLE XII

The provisions of this Convention shall not be construed to restrict in any manner any exemption, deduction, credit or other allowance accorded by the laws of one of the contracting States in the determination of the tax imposed by such State.

ARTICLE XIII

1. As used in this Convention:—

- (a) The term “Minister” means the Minister of National Revenue of Canada or his duly authorized representative.
- (b) The term “Commissioner” means the Commissioner of Internal Revenue of the United States of America, or his duly authorized representative.
- (c) The term “competent authority” or “competent authorities” means the Commissioner and the Minister and their duly authorized representatives.

2. When used in a geographical sense:—

- (a) The term “United States of America” includes only the States, the Territory of Alaska, the Territory of Hawaii, and the District of Columbia.
- (b) The term “Canada” means the Provinces, the Territories and Sable Island.

ARTICLE XIV

1. This Convention shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.

2. This Convention shall be deemed to have come into effect on the 14th day of June, 1941. It shall continue in effect for a period of five years from that date and indefinitely after that period, but may be terminated by either of the contracting States at the end of the five-year period or at any time thereafter provided that at least six months prior notice of termination has been given.

Done in duplicate, at Ottawa, this eighth day of June, 1944.

W. L. MACKENZIE KING
COLIN GIBSON
RAY ATHERTON

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m
CANADA

TREATY SERIES, 1944

No. 18

AGREEMENT

BETWEEN

CANADA

AND

NEW ZEALAND

ON THE PRINCIPLES APPLYING TO THE
PROVISION BY CANADA OF CANADIAN
WAR SUPPLIES TO NEW ZEALAND UNDER
THE WAR APPROPRIATION (UNITED NATIONS
MUTUAL AID) ACTS OF CANADA, 1943 AND 1944

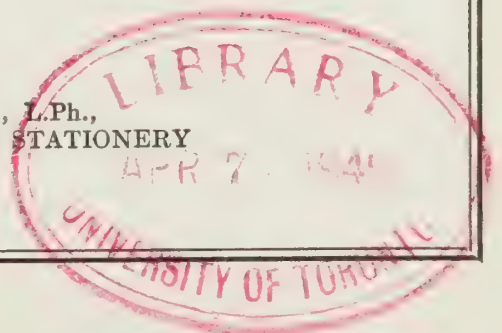
Signed at Ottawa, June 28, 1944

Effective June 28, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
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Signed at Ottawa, June 28, 1944

Effective June 28, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1949

AGREEMENT BETWEEN THE GOVERNMENTS OF CANADA AND NEW ZEALAND ON THE PRINCIPLES APPLYING TO THE PROVISION BY CANADA OF CANADIAN WAR SUPPLIES TO NEW ZEALAND UNDER THE WAR APPROPRIATION (UNITED NATIONS MUTUAL AID) ACTS OF CANADA 1943 AND 1944

Signed at Ottawa, June 28, 1944

Whereas Canada and New Zealand are associated in the present war, and
Whereas it is desirable that war supplies should be distributed among the United Nations in accordance with strategic needs of the war and in such manner as to contribute most effectively to the winning of the war and the establishment of peace, and

Whereas it is expedient that the conditions upon which such war supplies are made available by one United Nation to another should not be such as to burden post-war commerce, or lead to the imposition of trade restrictions or otherwise prejudice a just and enduring peace, and

Whereas the Governments of Canada and New Zealand are mutually desirous of concluding an agreement in regard to the conditions upon which Canadian war supplies will be made available to New Zealand,

The Undersigned, being duly authorized by their respective Governments for the purpose, have agreed as follows:—

ARTICLE I

The Government of Canada will make available under the War Appropriation (United Nations Mutual Aid) Acts of Canada, 1943 and 1944, to the Government of New Zealand such war supplies as the Government of Canada shall authorize from time to time to be provided.

ARTICLE II

The Government of New Zealand will continue to contribute to the defence of Canada and the strengthening thereof and will provide such articles, services, facilities or information as it may be in a position to supply and as may from time to time be determined by common agreement in the light of the development of the war.

ARTICLE III

The Government of New Zealand will, in support of any applications to the Government of Canada for the provision of war supplies under this agreement, furnish the Government of Canada with such relevant information as the Government of Canada may require for the purpose of deciding upon the applications and for executing the purposes of this agreement.

ARTICLE IV

The Government of New Zealand agrees to use any war supplies delivered to it under this agreement in the joint and effective prosecution of the war.

ARTICLE V

The Government of New Zealand will not without the consent of the Government of Canada sell to any other Government or to persons in other countries war supplies delivered to it under this agreement.

ARTICLE VI

The Government of Canada will not require the Government of New Zealand to re-deliver to the Government of Canada any war supplies delivered under this agreement except as specifically provided in Articles VII and VIII and subject to any special agreement which may be concluded in the circumstances contemplated in Article IX.

ARTICLE VII

Title to any cargo ships delivered under this agreement will remain with the Government of Canada and the ships shall be chartered to the Government of New Zealand on terms providing for their re-delivery.

ARTICLE VIII

Upon the cessation of hostilities in any major theatre of war, any war supplies which have been transferred to the Government of New Zealand under this agreement and are still in Canada or in ocean transit shall revert to Canadian ownership, except those supplies destined for a theatre of war in which hostilities have not ceased or supplies made available for relief purposes or such other supplies as the Government of Canada may specify.

ARTICLE IX

The Government of Canada reserves the right to request:

- (a) the delivery, after the cessation of hostilities in any theatre of war, for relief and rehabilitation purposes, to another United Nation or to an international organization, of automotive equipment supplied under this agreement;
- (b) the transfer to Canadian forces serving outside Canada after the cessation of hostilities of vehicles, aircraft, ordnance or military equipment supplied under this agreement to the Government of New Zealand if such war supplies are required for the use of such Canadian forces and are not required by the Government of New Zealand for military operations; and
- (c) the return to Canada after the war, if required in Canada for Canadian purposes, of aircraft and automotive equipment supplied under this agreement which may still be serviceable, due regard being had to the degree of wastage likely to have been suffered by these articles, provided that when the identity of such Canadian equipment has been lost as a result of pooling arrangements or for other reasons, the Government of New Zealand may substitute equipment of a similar type.

The Government of New Zealand agrees to use its best endeavours to meet any such requests on such reasonable terms and conditions as shall be settled in consultation with the Government of Canada.

ARTICLE X

The Governments of Canada and New Zealand re-affirm their desire to promote mutually advantageous economic relations between their countries and throughout the world. They declare that their guiding purposes include the adoption of measures designed to promote employment, the production and consumption of goods, and the expansion of commerce through appropriate international agreements on commercial policy, with the object of contributing to the attainment of all the economic objectives set forth in the Declaration of August 14, 1941, known as the Atlantic Charter.

ARTICLE XI

This agreement will take effect as from this day's date. It shall apply to war supplies furnished to the Government of New Zealand by the Government of Canada under the authority of the War Appropriation (United Nations Mutual Aid) Acts of Canada, 1943 and 1944, or substituted Act, including supplies furnished under the said Acts before the conclusion of this agreement. It shall continue in force until a date to be agreed upon by the two Governments.

Dated at Ottawa, this twenty-eighth day of June nineteen hundred and forty-four.

*Signed for and on behalf of the
Government of Canada:*

W. L. MACKENZIE KING,
C. D. HOWE.

*Signed for and on behalf of the
Government of New Zealand:*

W. NASH,
R. M. FIRTH.

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Canada. External Affairs. Rep. A.

(CANADA)

TREATY SERIES, 1944

No. 19

EXCHANGE OF NOTES

(June 23 and 27, 1944)

BETWEEN

CANADA

AND

THE UNITED STATES OF AMERICA

CONSTITUTING AN AGREEMENT RESPECTING
THE PAYMENT OF EXPENDITURES ON
DEFENCE INSTALLATIONS IN
CANADA AND IN
LABRADOR

Effective June 27, 1944



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SUMMARY

	PAGE
I. Note, dated June 23, 1944, from the Canadian Ambassador at Washington, to the Secretary of State of the United States of America.....	5
APPENDIX I: Summary and Details relating to Northwest Air Facilities.....	7
1. <i>Schedule A</i> : United States expenditures on airfields.....	7
2. <i>Schedule B</i> : United States expenditures on airfields for items of permanent value	8
3. Edmonton Air Base	9
4. Edmonton Satellite Airport	9
5. Grande Prairie Airport	9
6. Fort St. John Airport	9
7. Fort Nelson Airport	10
8. Watson Lake Airport	10
9. Whitehorse Airport	10
10. Calgary Airport	10
11. Prince George Airport	10
12. Flight Strip No. 1 (Dawson Creek, B.C.)	11
13. Flight Strip No. 2 (Sikanni Chief, B.C.)	11
14. Flight Strip No. 3 (Prophet River, B.C.)	11
15. Flight Strip No. 4 (Liard Canyon, B.C.)	11
16. Flight Strip No. 5 (Pine Lake, Y.T.)	11
17. Flight Strip No. 6 (Squanga Lake, Y.T.)	11
18. Flight Strip No. 7 (Pon Lake, Y.T.)	12
19. Flight Strip No. 8 (Burwash, Y.T.)	12
20. <i>Schedule C</i> : United States expenditures on airfields for items of non-permanent value	12
APPENDIX II: Summary of Details relating to Northeast-Canadian Air Route.....	13
1. <i>Schedule A</i> : United States Expenditures on airfields	13
2. <i>Schedule B</i> : United States expenditures on airfields for items of permanent value	14
3. The Pas (Manitoba)	14
4. Churchill (Manitoba)	14
5. Southampton Island (N.W.T.)	14
6. Frobisher Bay (Baffin Island)	15
7. Port Chimo (Quebec)	15
8. Mingan (Quebec)	15
9. <i>Schedule C</i> : United States expenditures on airfields for items of non-permanent value	15
APPENDIX III: Detailed cost of telephone-telegraph-teletype line Edmonton (Alberta)—Canadian-Alaskan Boundary	16
APPENDIX IV: Summary of expenditures as at March 31, 1944, and estimated amounts which will be required to complete on associated works to provide airport facilities requested by the United States authorities in Canada and Labrador, and paid for by Canada	16
2. Northwest Staging Route (Summary)	17
3. Aishihik Airport	17
4. Beatton River Airport	17
5. Calgary Airport	18
6. Edmonton Airport	18
7. Fort Nelson (B.C.) Airport	18

SUMMARY—*Concluded*

	PAGE
8. Fort St. John (B.C.) Airport	18
9. Grande Prairie (B.C.) Airport	19
10. Kamloops (B.C.) Airport	19
11. Lethbridge (Alberta) Airport	19
12. Namao (Alberta) Airport	19
13. Prince George (B.C.) Airport	19
14. Regina (Saskatchewan) Airport	20
15. Smith River (B.C.) Airport	20
16. Snag (Yukon) Airport	20
17. Teslin (Yukon) Airport	20
18. Watson Lake (Yukon) Airport	21
19. Whitehorse (Yukon) Airport	21
20. Additional construction work undertaken by Canada in 1944 at the request of the United States	21
21. Canadian expenditures authorized to March 31, 1944, on facilities requested by the United States authorities: Northeast Canada	22
22. Mingan (P.Q.) Emergency Landing Field	22
23. The Pas (Manitoba) Airport	22
24. Goose Bay (Labrador) Airport	22
II. Note, dated June 27, 1944, from the Secretary of State of the United States of America, to the Canadian Ambassador at Washington	23

**EXCHANGE OF NOTES (JUNE 23 AND 27, 1944) BETWEEN CANADA
AND THE UNITED STATES OF AMERICA CONSTITUTING AN
AGREEMENT RESPECTING THE PAYMENT OF EXPENDITURES
ON DEFENCE INSTALLATIONS IN CANADA AND IN LABRADOR**

I

*The Canadian Ambassador at Washington to the Secretary of State
of the United States*

CANADIAN EMBASSY

WASHINGTON, June 23, 1944.

No. 238

SIR,

I have the honour to refer to the exchange of notes between the Governments of Canada and the United States dated January 27, 1943, regarding the post-war disposition of defence projects and installations constructed in Canada by the Government of the United States.¹ These notes approved the 28th Recommendation of the Permanent Joint Board on Defence, which said in part:—

The Board considered the question of the post-war disposition of the defence projects and installations which the Government of the United States has built or may build in Canada. The Board noted that the two Governments have already reached specific agreements for the post-war disposition of most of the projects and installations thus far undertaken. It considers that such agreements are desirable and should be made whenever possible.

The Board recommends the approval of the following formula as a generally fair and equitable basis to be used by reference whenever appropriate in the making of agreements in the future and to cover such defence projects, if any, the post-war disposition of which has not previously been specifically provided for:—

A: All immovable defence installations built or provided in Canada by the Government of the United States shall within one year after the cessation of hostilities, unless otherwise agreed by the two governments, be relinquished to the Crown either in the right of Canada or in the right of the province in which the same or any part thereof lies, as may be appropriate under Canadian law.

2. As hereinafter explained, the two governments have agreed that special arrangements should be made relating to permanent United States air installations in Canada and to the telephone line from Edmonton to the Alaska boundary built by the United States government.

3. In note No. 643 of December 18, 1943, I informed you that the Canadian Government "will not accept payment from the United States Government for the construction of any permanent facilities or improvements made by the Canadian Government on United States Government account on airfields in

(¹) For these notes see *Canada Treaty Series 1943, No. 2.*

Northwest Canada, and will make payment to the United States Government for all construction of a permanent nature carried out by the United States Government on air routes in this area."

4. It was subsequently agreed between the two Governments that, in addition, the Canadian Government should assume the cost of permanent air installations elsewhere in Canada and at Goose Bay (Labrador) built by or on the account of the United States Government, the cost of the telephone line from Edmonton to the Alaska boundary built by the United States Government and the cost of the proposed improvement program on the Northwest Staging Route.

5. Discussions have recently taken place between representatives of the two Governments regarding the details of the decisions and arrangements referred to in the two preceding paragraphs, with a view to listing the installations involved and their costs, and to settling the exact amount of money to be paid by the Canadian Government to the United States Government.

6. It is my understanding that the following has been agreed as a result of these discussions. The Canadian Government will pay to the United States Government the following amounts in United States dollars for construction carried out by the United States Government:—

Northwest Staging Route (including contracts not yet completed)	\$31,311,196
Flight strips along the Alaska Highway	3,262,687
Flight strips along the Mackenzie River	1,264,150
Hudson Bay Air Route	27,460,330
Airfield at Mingan, P.Q.	3,627,980
Airfield at Goose Bay, Labrador	543,000
Telephone line from Edmonton to Alaska boundary	9,342,208
Total	<u>\$76,811,551</u>

7. The details of the costs of construction are shown in the attached appendices marked "I", "II", and "III", which have been prepared by the United States War Department. The appendices show that costs of \$90,683,571 were actually incurred by the United States Government in construction but \$13,872,020 of this amount was for installations which, although of value to joint defence during the war, have no permanent value. It has been agreed that the Canadian Government should pay that part of United States construction costs which represents installations having a permanent value, namely \$76,811,551.

8. The costs incurred by the Canadian Government on United States Government account which the Canadian Government will assume pursuant to the decisions reached are as follows:—

Northwest Staging Route	\$18,359,953
Northwest Canada	1,290,010
Airfield at Goose Bay, Labrador	9,950,000
Total	<u>\$29,599,963</u>

In addition, the Canadian Government will pay \$5,161,000 for the projected improvement program on the Northwest Staging Route. Details of the four items mentioned in this paragraph are given in the attached appendix marked "IV".

9. It is understood that all the items mentioned in the four appendices, whether or not of permanent value, will be relinquished to the Canadian Government pursuant to the Exchange of Notes of January 27, 1943, hereinbefore referred to. However, such relinquishment does not affect existing arrangements for the maintenance, operation and defence of these facilities for the duration of the war. In this connection, it is relevant to quote the following extract from the Journal of the meeting of the Permanent Joint Board on Defence held April 12-13, 1944:—

In noting this decision of the two Governments (i.e. the decision of the Canadian Government to assume the costs of the installations), the Board observed that it relates only to the financial aspect of the facilities in question and has no bearing on existing arrangements for the maintenance, operation and defence of the facilities for the duration of the war. It is the Board's understanding that the existing arrangements will remain in effect for the duration of the emergency as previously agreed upon unless modified by mutual agreement between the two Governments.

10. If the foregoing is acceptable to the Government of the United States, this note and your reply thereto shall be regarded as placing on record the understanding arrived at between our Governments.

Accept, Sir, the renewed assurance of my highest considerations.

LEIGHTON McCARTHY

APPENDIX 1

SUMMARY AND DETAILS RELATING TO NORTHWEST AIR FACILITIES

1.—U.S. EXPENDITURES ON AIRFIELDS

24 April, 1944

SCHEDULE "A"

Northwest Staging Route

Edmonton Air Base	.....	\$5,248,822	
Edmonton Satellite Field	.....	6,853,683	
Grande Prairie Air Base	.....	1,968,015	
Fort St. John Air Base	.....	4,415,441	
Fort Nelson Air Base	.....	6,186,892	
Watson Lake Air Base	.....	4,156,695	
Whitehorse Air Base	.....	8,297,429	
Calgary Air Base	.....	28,517	
Prince George Air Base	.....	165,732	
Sub Total	.....		\$37,320,226

Flight Strips along Alaskan Highway

Flight Strip No. 1 (Dawson Creek)	428,220	
Flight Strip No. 2 (Sikanni Chief)	.....	599,947	
Flight Strip No. 3 (Prophet River)	.....	422,084	
Flight Strip No. 4 (Liard Canyon)	.....	537,584	
Flight Strip No. 5 (Pine Lake)	.....	287,162	
Flight Strip No. 6 (Squanga Lake)	.....	297,101	
Flight Strip No. 7 (Pon Lake)	.....	417,227	
Flight Strip No. 8 (Burwash)	.....	219,362	
Sub Total	.....		3,262,687
Carry forward	.....		\$40,582,913

Mackenzie—Athabaska Route

Brought forward		\$40,582,913
Waterways	108,754	
Embarras	59,112	
Port Smith	110,230	
Resolution	65,803	
Hay River	100,030	
Providence	111,252	
Mills Lake	43,075	
Port Simpson	162,701	
Wrigley	93,372	
Norman Wells	298,075	
Canol Camp	111,746	
Sub-Total		1,264,150
Total Schedule "A"		\$41,847,063

2.—U.S. EXPENDITURES ON AIRFIELDS FOR ITEMS OF PERMANENT VALUE

24 April, 1944

SCHEDULE "B"

Northwest Staging Route

Edmonton Air Base	\$2,836,835	
Edmonton Satellite Field	6,264,495	
Grande Prairie Air Base	1,719,956	
Ft. St. John Air Base	3,974,683	
Ft. Nelson Air Base	5,477,354	
Watson Lake Air Base	3,448,743	
Whitehorse Air Base	7,395,881	
Calgary Airport	28,517	
Prince George Airport	164,732	
Sub Total		\$31,311,196

Flight Strips Along Alaska Highway

Flight Strip No. 1 (Dawson Creek)	\$ 428,220	
Flight Strip No. 2 (Sikanni Chief)	599,947	
Flight Strip No. 3 (Prophet River)	422,084	
Flight Strip No. 4 (Liard Canyon)	537,584	
Flight Strip No. 5 (Pine Lake)	287,162	
Flight Strip No. 6 (Squanga Lake)	297,101	
Flight Strip No. 7 (Pon Lake)	471,227	
Flight Strip No. 8 (Burwash)	219,362	
Sub Total		3,262,687

Mackenzie—Athabaska Route

Waterways	\$ 108,754	
Embarras	59,112	
Fort Smith	110,230	
Resolution	65,803	
Hay River	100,030	
Providence	111,252	
Mills Lake	43,075	
Fort Simpson	162,701	
Wrigley	93,372	
Norman Wells	298,075	
Canol Camp	111,746	
Sub Total		1,264,150
Total Schedule "B"		\$35,838,033

3.—*Edmonton Air Base*

Site Grading	\$ 11,017	
Roads and Streets	36,232	
Railroad Spur	22,428	
Drainage	14,216	
Parking Apron	968,243	
Hangars	1,421,914	
Electric Distribution	234,304	
Water System	69,081	
Sewerage System	59,400	
Total		\$ 2,836,835

4.—*Edmonton Satellite Airport*

Roads	\$ 116,256	
Railroad Spur, including Fencing	313,135	
Runways	2,382,364	
Taxiways	776,706	
Warm-up Aprons	1,155,518	
Drainage	266,150	
Warehouse	85,674	
Cold Storage	16,733	
Hangars	500,325	
Gasoline Storage	55,776	
Electric Distribution	148,368	
Sewerage System	144,230	
Water System	303,260	
Total		\$ 6,264,495

5.—*Grande Prairie Airport*

General Grading	\$ 66,997	
Drainage	37,819	
Roads and Parking Areas	10,958	
Taxiways	78,014	
Parking Apron	280,647	
Weather Station	16,615	
Hangar	626,362	
Warehouses	227,667	
Gasoline Storage	69,275	
Electrical System	135,073	
Sewerage System	19,690	
Water Supply	48,870	
"A" Completion	101,969	
Total		\$ 1,719,956

6.—*Fort St. John Airport*

General Grading	\$ 187,974	
Drainage	425,000	
Roads and Parking Areas	15,193	
Taxiways	549,747	
Parking Aprons	412,880	
Tie Down Anchors	1,934	
Hangar	601,148	
Warehouses	320,927	
Weather Tower	5,077	
Gasoline Storage	558,485	
Electrical	205,629	
Water System	238,936	
Sewer System	49,635	
"A" Completion	402,118	
Total		\$ 3,974,683

7.—Fort Nelson Airport

General Grading	\$ 574,432	
Drainage System	75,962	
Roads and Parking Areas	121,770	
Runways	744,386	
Taxiways	387,264	
Parking Aprons	402,661	
Gasoline Storage	1,153,862	
Electrical	192,164	
Water System	246,920	
Warehouses	531,575	
Hangar	697,320	
Weather Tower	5,357	
Generating Buildings	2,685	
Sewerage System	75,375	
"A" Completion	265,621	
Total		\$ 5,477,354

8.—Watson Lake Airport

General Grading	\$ 293,220	
Roads and Parking Areas	3,058	
Runways	365,818	
Taxiways	512,134	
Parking Aprons	518,835	
Warehouses	304,975	
Hangar	686,737	
Weather Tower	5,137	
Generating Buildings	3,049	
Electrical	218,553	
Water System	162,073	
Sewerage System	109,120	
"A" Completion	266,034	
Total		\$ 3,488,743

9.—Whitehorse Airport

General Grading	\$ 1,304,055	
Drainage	71,625	
Roads and Parking Areas	29,949	
Runways	1,134,282	
Taxiways	575,122	
Parking Apron	1,090,303	
Hangar	1,474,317	
Warehouses	365,552	
Navy Facilities	160,451	
Weather Tower	5,330	
Electrical	343,526	
Gasoline Storage	139,620	
Water System	244,773	
Sewerage System	76,193	
Runway Extension (Rounding out Plan "C")	380,783	
Total		\$ 7,395,881

10.—Calgary Airport

Dispensary, Recreation Building and Utilities	\$ 28,517
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11.—Prince George Airport

Garage, Power House and Latrine	\$ 132,301	
Gasoline Storage	32,431	
Total		\$ 164,732

12.—*Flight Strip No. 1 (Dawson Creek, B.C.)*

General Grading	\$ 56,582	
Base Course (5" depth)	112,079	
Overhaul Base Course	168,119	
Surface Course (3" depth)	27,149	
Overhaul—Surface Course	27,149	
Oil Surface	32,581	
Structures	4,344	
Wind Cones	217	
		<hr/>
Total		\$ 428,220

13.—*Flight Strip No. 2 (Sikanni Chief, B.C.)*

Clearing and Grubbing	\$ 729	
General Grading	346,154	
Base Course (12" depth)	110,183	
Overhaul—Base Course	55,092	
Surface Course (5" depth)	61,248	
Overhaul—Surface Course	20,416	
Structures	5,833	
Wind Cones	292	
		<hr/>
Total		\$ 599,947

14.—*Flight Strip No. 3 (Prophet River, B.C.)*

Clearing and Grubbing	\$ 70,954	
General Grading	240,800	
Surface Course (7" depth)	102,880	
Structures	7,095	
Wind Cones	355	
		<hr/>
Total		\$ 422,084

15.—*Flight Strip No. 4 (Liard Canyon, B.C.)*

Clearing and Grubbing	\$ 95,170	
General Grading	266,206	
Base Course (12" depth)	109,590	
Surface Course (5" depth)	60,562	
Structures	5,768	
Wind Cones	288	
		<hr/>
Total		\$ 537,584

16.—*Flight Strip No. 5 (Pine Lake, Y.T.)*

Clearing and Grubbing	\$ 66,009	
General Grading	145,198	
Surface Course (5" depth)	69,050	
Structures	6,576	
Wind Cones	329	
		<hr/>
Total		\$ 287,162

17.—*Flight Strip No. 6 (Squanga Lake, Y.T.)*

Clearing and Grubbing	\$ 12,829	
General Grading	72,726	
Base Course	104,033	
Overhaul, Base Course	31,210	
Surface Course (5" depth)	58,695	
Overhaul Surface Course	11,739	
Structures	5,590	
Wind Cones	279	
		<hr/>
Total		\$ 297,101

18.—*Flight Strip No. 7 (Pon Lake, Y.T.)*

Clearing and Grubbing	\$ 67,532	
General Grading	126,059	
Base Course (12" depth)	150,648	
Overhaul, Base Course	30,130	
Surface Course (8" depth)	80,920	
Overhaul, Surface Course	10,789	
Structures	4,904	
Wind Cones	245	
Total		\$ 471,227

19.—*Flight Strip No. 8 (Burwash, Y.T.)*

Clearing and Grubbing	\$ 6,085	
General Grading	118,346	
Surface Course (8" depth)	89,252	
Structures	5,409	
Wind Cones	270	
Total		\$ 219,362

20.—U. S. EXPENDITURES ON AIRFIELDS FOR ITEMS OF NON-PERMANENT VALUE

24 April, 1944

SCHEDULE "C"

NORTHWEST STAGING ROUTE

Edmonton Air Base

Troop Housing	\$ 1,701,355	
Mess Facilities	332,311	
Miscellaneous Buildings	378,321	
Total		\$ 2,411,987

Edmonton Satellite Field

Troop Housing	\$ 267,135	
Mess Facilities	40,650	
Miscellaneous Buildings	281,403	
Total		\$ 589,188

Grande Prairie Air Base

Officers Quarters	\$ 64,458	
Miscellaneous	183,601	
Total		\$ 248,059

Ft. St. John Air Base

Troop Housing	\$ 170,596	
Mess Facilities	42,798	
Miscellaneous Buildings	227,364	
Total		\$ 440,758

Ft. Nelson Air Base

Troop Housing	\$ 292,259	
Mess Facilities	359,892	
Miscellaneous Buildings	57,387	
Total		\$ 709,538

Carry forward	\$ 4,399,530
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Brought forward \$ 4,399,530

Watson Lake Air Base

Troop Housing	\$ 280,514	
Mess Facilities	57,667	
Miscellaneous Buildings	369,771	
<hr/>		
Total		\$ 707,952

Whitehorse Air Base

Troop Housing	\$ 431,292	
Mess Facilities	58,967	
Miscellaneous Buildings	411,289	
<hr/>		
Total		\$ 901,548

Calgary Airport

None

Prince George Airport

None

Alaska Highway Flight Strips

None

Mackenzie-Athabaska Flight Strips

None

Total Schedule "C" \$ 6,009,030

APPENDIX II

SUMMARY AND DETAILS RELATING TO NORTHEAST-CANADIAN
AIR ROUTE

(Hudson Bay Air Route, Mingan Airfield, P.Q., and Goose Bay, Labrador)

1.—U.S. EXPENDITURES ON AIRFIELDS

HUDSON BAY AIR ROUTE AND EASTERN CANADA

24 April, 1944

SCHEDULE "A"

The Pas	\$ 415,000	
Churchill, Manitoba	9,385,700	
Southampton Island, N.W.T.	7,043,200	
Frobisher Bay, Baffin Island, N.W.T.	8,065,700	
Fort Chimo, Quebec	9,756,500	
Sub Total		\$ 34,666,100
Mingan, Quebec		4,285,200
Goose Bay, Labrador ..		543,000
<hr/>		
Total Schedule "A"		\$ 39,494,300

2.—U.S. EXPENDITURES ON AIRFIELDS FOR ITEMS OF PERMANENT VALUE

HUDSON BAY AIR ROUTE AND EASTERN CANADA

24 April, 1944

SCHEDULE "B"

The Pas, Manitoba	\$ 415,000	
Churchill, Manitoba	6,206,800	
Southampton Island, N.W.T.	5,318,870	
Frobisher Bay, Baffin Island	6,833,190	
Fort Chimo, Quebec	8,686,470	
Sub Total		\$ 27,460,330
Mingan, Quebec		3,627,980
Goose Bay Airfield, Labrador		543,000
Total Schedule "B"		\$ 31,631,310

3.—*The Pas, Manitoba*

Miscellaneous Items	\$ 415,000
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4.—*Churchill, Manitoba*

Clearing and Grubbing, Site Grading, Drainage	\$ 189,340	
Roads and Grading	413,890	
Railroads and Facilities	271,280	
Runways, Taxiways and Aprons	2,992,980	
Fuel Oil Storage	310,440	
Hangars	324,020	
Warehouses	204,670	
Refrigeration—Cold Storage	128,170	
Hospital	645,500	
Radio Range, Communications	25,200	
Water System	105,830	
Electric System	540,970	
Sewerage System, Waste Disposal	54,510	
Total		\$ 6,206,800

5.—*Southampton Island, N.W.T.*

Clearing and Grubbing, Site Grading, Drainage	\$ 116,110	
Roads and Grading	247,690	
Runways, Taxiways and Aprons	2,479,600	
Fuel Oil Transfer Building	81,140	
Hangars	487,750	
Warehouses	239,030	
Refrigeration—Cold Storage	343,790	
Hospital	304,140	
Radio Range, Communications	44,300	
Water System	159,500	
Electric System	754,550	
Sewerage System, Waste Disposal	61,280	
Total		\$ 5,318,870

6.—*Frobisher Bay, Baffin Island*

Clearing, Grubbing, Site Grading, Drainage	\$ 66,870	
Roads and Grading	171,270	
Runways, Taxiways and Aprons	3,841,330	
Gasoline and Fuel Storage	64,710	
Hangars	709,630	
Warehouses	342,090	
Refrigeration—Cold Storage	283,170	
Hospital	564,040	
Radio Range, Communications	31,980	
Crash Boat Housing and Haul-out	23,520	
Water System	96,450	
Electric System	614,130	
Sewerage System, Waste Disposal	24,000	
		<hr/>
Total		\$ 6,833,190

7.—*Fort Chimo, Quebec*

Clearing and Grubbing, Site Grading, Drainage	\$ 154,645	
Roads and Grading	298,200	
Runways, Taxiways and Aprons	5,265,230	
Dock Facilities	92,440	
Fuel Oil Storage	71,680	
Gasoline Storage	51,900	
Hangars	669,340	
Warehouses, Root Cellars	157,050	
Refrigeration—Cold Storage	538,400	
Hospital	570,410	
Radio Ranges, Communications	33,415	
Water System	266,700	
Electric System	500,450	
Sewerage System, Waste Disposal	16,610	
		<hr/>
Total		\$ 8,686,470

8.—*Mingan, Quebec*

Clearing and Grubbing, Site Grading, Drainage	\$ 62,800	
Roads and Grading	259,240	
Runways, Taxiways and Aprons	1,944,700	
Dock Facilities	310,300	
Hangars	267,030	
Warehouses	169,530	
Refrigeration—Cold Storage	54,210	
Radio Range, Communications	63,010	
Water System	96,670	
Electric System	330,670	
Sewerage System, Waste Disposal	69,820	
		<hr/>
Total		\$ 3,627,980

9.—U. S. EXPENDITURES ON AIRFIELDS FOR ITEMS OF NON-PERMANENT VALUE

HUDSON BAY AIR ROUTE AND EASTERN CANADA

24 April, 1944

SCHEDULE "C"

The Pas, Manitoba

None.

Churchill, Manitoba

Troop Housing and Facilities	\$ 1,313,000	
Miscellaneous Buildings	1,865,900	
		<hr/>
Sub Total		\$ 3,178,900
		<hr/>
Carry forward		\$ 3,178,900

Brought forward \$ 3,178,900

Southampton Island, N.W.T.

Troop Housing and Facilities\$ 1,438,400
Miscellaneous Buildings 285,930

Sub Total \$ 1,724,330

Frobisher Bay, Baffin Island

Troop Housing and Facilities\$ 874,960
Miscellaneous Buildings 357,550

Sub Total 1,232,510

Fort Chimo, Quebec

Troop Housing and Facilities\$ 756,150
Miscellaneous Buildings 313,880

Sub Total 1,070,030

Mingan, Quebec

Troop Housing and Facilities\$ 315,280
Miscellaneous Buildings 341,940

Sub Total 657,220

Total Schedule "C" \$ 7,862,990

APPENDIX III

DETAILED COST OF TELEPHONE—TELEGRAPH—TELETYPE LINE EDMONTON, ALBERTA—CANADIAN-ALASKAN BOUNDARY

Outside Plant\$ 7,317,688
Equipment 1,200,135
Buildings 824,385

Total \$ 9,342,208

APPENDIX IV

SUMMARY OF EXPENDITURES AS AT MARCH 31st, 1944, AND ESTIMATED AMOUNTS WHICH WILL BE REQUIRED TO COMPLETE ON ASSOCIATED WORKS TO PROVIDE AIRPORT FACILITIES REQUESTED BY THE U.S. AUTHORITIES IN CANADA AND LABRADOR, AND PAID FOR BY CANADA

Description	Total Estimated Cost to Complete
Northwest Staging Route (Canadian Development).....	\$ 18,359,953
Northwest Staging Route, Additional Work Undertaken 1944.....	5,161,000
Northeast Canada.....	1,290,010
Goose Bay, Labrador.....	9,950,000
Total.....	\$ 34,760,963

2.—NORTHWEST STAGING ROUTE

Canadian Expenditures Authorized to March 31, 1944 on facilities requested by U.S. Authorities.

SUMMARY

	Total Expenditure Author- ized	Total Expenditure to March 31, 1944	Balance of Expenditure to Complete Construc- tion
Aishihik, Yukon Airport.....	\$ 1,021,921	824,159	197,762
Beatton River, B.C., Airport.....	941,407	418,620	522,787
Calgary, Alta., Airport.....	512,178	392,448	119,730
Edmonton, Alta., Airport.....	3,634,759	3,017,350	617,409
Fort Nelson, B.C., Airport.....	1,070,822	649,535	421,287
Fort St. John, B.C., Airport.....	1,297,132	1,297,132	—
Grande Prairie, Alta., Airport.....	1,255,110	960,126	294,984
Kamloops, B.C., Airport.....	1,037,237	769,953	267,284
Lethbridge, Alta., Airport.....	142,274	41,427	100,847
Namao, Alta., Airport.....	200,000	144,053	55,947
Prince George, B.C., Airport.....	438,761	417,903	20,858
Regina, Sask., Airport.....	135,975	134,646	1,329
Smith River, B.C., Airport.....	1,018,398	813,130	205,268
Snag, Yukon, Airport.....	855,399	645,095	210,304
Teslin, Yukon, Airport.....	862,100	784,493	77,607
Watson Lake, Yukon, Airport.....	1,218,685	1,035,374	183,311
Whitehorse, Yukon, Airport.....	2,717,759	2,189,627	528,168
	\$ 18,359,953	\$ 14,535,071	\$ 3,824,882

3.—Aishihik Airport

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by U.S. Authorities

Land	\$ —
Field	349,892
Buildings	314,802
Power and Lighting	92,395
Road Construction	139,832
Road Equipment	125,000
Total Expenditures Authorized	\$ 1,021,921
Total Expenditures to March 31, 1944	824,159
Balance of Expenditures to complete construction	\$ 197,762

4.—Beatton River Airport

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by U.S. Authorities

Land	\$ —
Field	211,686
Buildings	75,824
Power and Lighting	78,457
Water	10,266
Road Construction	440,174
Radio Equipment	125,000
Total Expenditures Authorized	\$ 941,407
Total Expenditures to March 31, 1944	418,620
Balance of Expenditures to complete construction	\$ 522,787

5.—*Calgary Airport*

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by
U.S. Authorities

Land	\$ 16,085
Field	306,959
Buildings	156,841
Power and Lighting	11,790
Road Construction	20,503
Total Expenditures Authorized	\$ 512,178
Total Expenditures to March 31, 1944	392,448
Balance of Expenditures to complete construction	\$ 119,730

6.—*Edmonton Airport*

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by
U.S. Authorities

Land	\$ 21,000
Field	2,017,679
Buildings	1,371,844
Power and Lighting	92,848
Water	7,785
Railway Siding	98,603
Radio Equipment	25,000
Total Expenditures Authorized	\$ 3,634,759
Total Expenditures to March 31, 1944	3,017,350
Balance of Expenditures to complete construction	\$ 617,409

7.—*Fort Nelson, B.C., Airport*

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by
U.S. Authorities

Land	\$ —
Field	372,517
Buildings	585,414
Power and Lighting	87,891
Radio Equipment	25,000
Total Expenditures Authorized	\$ 1,070,822
Total Expenditures to March 31, 1944	649,535
Balance of Expenditures to complete construction	\$ 421,287

8.—*Fort St. John, B.C., Airport*

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by
U.S. Authorities

Land	\$ 6,750
Field	737,249
Buildings	371,830
Power and Lighting	156,303
Radio Equipment	25,000
Total Expenditures Authorized	\$ 1,297,132
Total Expenditure sto March 31, 1944	1,297,132
Balance of Expenditures to complete construction	—

9.—Grande Prairie, Alta., Airport

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by
U.S. Authorities

Land	\$ 13,700
Field	836,332
Buildings	290,243
Power and Lighting	41,168
Water	28,187
Road Construction	20,480
Radio Equipment	25,000
Total Expenditures Authorized	\$ 1,255,110
Total Expenditures to March 31, 1944	960,126
Balance of Expenditures to complete construction	\$ 294,984

10.—Kamloops, B.C., Airport

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by
U.S. Authorities

Land	\$ 47,000
Field	765,067
Buildings	157,620
Power and Lighting	38,893
Water	28,657
Total Expenditures Authorized	\$ 1,037,237
Total Expenditures to March 31, 1944	769,953
Balance of Expenditures to complete construction	\$ 267,284

11.—Lethbridge, Alta., Airport

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by
U.S. Authorities

Land	\$ —
Buildings	142,274
Total Expenditures Authorized	\$ 142,274
Total Expenditures to March 31, 1944	41,427
Balance of Expenditures to complete construction	\$ 100,847

12.—Nanaimo, B.C., Airport

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by
U.S. Authorities

Land	\$ 200,000
Total Expenditures Authorized	\$ 200,000
Total Expenditures to March 31, 1944	144,053
Balance of Expenditures	\$ 55,947

13.—Prince George, B.C., Airport

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by
U.S. Authorities

Land	\$ 3,000
Buildings	251,574
Power and Lighting	47,707
Water	101,345
Road Construction	10,135
Radio Equipment	25,000
Total Expenditures Authorized	\$ 438,761
Total Expenditures to March 31, 1944	417,903
Balance of Expenditures to complete construction	\$ 20,858

14.—*Regina, Sask., Airport*

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by
U.S. Authorities

Land	\$ —
Field	135,975
Total Expenditures Authorized	\$ 135,975
Total Expenditures to March 31, 1944	134,646
Balance of Expenditures to complete construction	\$ 1,329

15.—*Smith River, B.C., Airport*

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by
U.S. Authorities

Land	\$ —
Field	427,593
Buildings	170,287
Power and Lighting	139,984
Water	21,783
Road Construction	133,751
Radio Equipment	125,000
Total Expenditures Authorized	\$ 1,018,398
Total Expenditures to March 31, 1944	813,130
Balance of Expenditures to complete construction	\$ 205,268

16.—*Snag, Yukon, Airport*

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by
U.S. Authorities

Land	\$ —
Field	255,232
Buildings	304,327
Power and Lighting	92,401
Road Construction	78,439
Radio Equipment	125,000
Total Expenditures Authorized	\$ 855,399
Total Expenditures to March 31, 1944	645,095
Balance of Expenditures to complete construction	\$ 210,304

17.—*Teslin, Yukon, Airport*

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by
U.S. Authorities

Land	\$ —
Field	437,232
Buildings	206,807
Power and Lighting	93,061
Radio Equipment	125,000
Total Expenditures Authorized	\$ 862,100
Total Expenditures to March 31, 1944	784,493
Balance of Expenditures to complete construction	\$ 77,670

18.—*Watson Lake, Yukon, Airport*

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by
U.S. Authorities

Land	\$ —
Field	474,593
Buildings	588,096
Power and Lighting	109,827
Water	21,169
Radio Equipment	25,000
<hr/>	
Total Expenditures Authorized	\$ 1,218,685
Total Expenditures to March 31, 1944	1,035,374
<hr/>	
Balance of Expenditures to complete construction	\$ 183,311

19.—*Whitehorse, Yukon, Airport*

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by
U.S. Authorities

Land	\$ —
Field	1,297,544
Buildings	1,215,894
Power and Lighting	179,357
Radio Equipment	25,000
<hr/>	
Total Expenditures Authorized	\$ 2,717,795
Total Expenditures to March 31, 1944	2,189,627
<hr/>	
Balance of Expenditures to complete construction	\$ 528,168

20.—*Additional Construction Work Undertaken by Canada in 1944 at the Request
of the United States*

<i>Description</i>	<i>Estimated Cost</i>
EDMONTON, ALTA.—	
Bituminous hard surface to be romoved, and reconstructed with cement concrete	\$ 1,250,000
GRANDE PRAIRIE, ALTA.—	
Additional bituminous top on existing bituminous runways, and taxi strips as well as concrete turning ends and park- ing areas	1,500,000
FORT NELSON, B.C.—	
Additional bituminous top on existing bituminous runways and taxi strips as well as cement concrete turning ends and parking areas	\$ 760,000
Completion of taxi strips and parking areas which were a part of "C" program	940,000
Temporary Landing Strips, provision of which is necessitated to provide landing facilities during period airfield under reconstruction	103,000
<hr/>	
	1,803,000
WATSON LAKE, Y.T.—	
Additional bituminous top on one runway and certain taxi strips as well as bituminous surface treatment on second runway and taxi strips	\$ 500,000
Temporary land strip, provision of which is necessitated to provide landing facilities during period airfield under reconstruction	108,000
<hr/>	
	608,000
<hr/>	
Total	\$ 5,161,000

21.—CANADIAN EXPENDITURES AUTHORIZED TO MARCH 31, 1944, ON FACILITIES
REQUESTED BY U.S. AUTHORITIES

SUMMARY
NORTHEAST CANADA

	Total Expenditure Authorized	Total Expenditure to March 31, 1944	Balance of Expenditure to Complete Construction
	\$	\$	\$
Mingan, P.Q., Emergency Landing Field.....	36,160	35,000	1,160
The Pas, Man., Airport.....	1,253,850	921,650	332,200
	1,290,010	956,650	333,360

22.—Mingan, P.Q., Emergency Landing Field

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by
U.S. Authorities

Land	\$ 36,160
Total Expenditures Authorized	\$ 36,160
Total Expenditures to March 31, 1944	35,000
Balance of Expenditures	\$ 1,160

23.—The Pas, Manitoba, Airport

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by
U. S. Authorities

Land	\$ —
Field	49,350
Buildings	1,167,490
Railway Spur	37,010
Total Expenditures Authorized	\$ 1,253,850
Total Expenditures to March 31, 1944	921,650
Balance of Expenditures to complete construction	\$ 332,200

24.—Goose Bay, Labrador, Airport

Canadian Expenditures Authorized to March 31, 1944, on facilities requested by
U.S. Authorities

Land	\$ —
Field	708,109
Buildings	9,187,057
Water	38,840
Marine Railway	16,674
Total Expenditures Authorized	\$ 9,950,680
Total Expenditures to March 31, 1944	559,765
Balance of Expenditures to complete construction	\$ 3,390,924

II

*The Secretary of State of the United States to the
Canadian Ambassador at Washington*

DEPARTMENT OF STATE

WASHINGTON, June 27, 1944.

EXCELLENCY,

I have the honour to refer to your note of June 23, 1944, in regard to a decision of the Canadian Government to reimburse the United States Government for the expenditures on certain defence installations in Canada and at Goose Bay (Labrador). The proposals set forth in Your Excellency's note are acceptable to the Government of the United States. It is agreed that your note and this reply shall be regarded as placing on record the understanding arrived at between our Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State,
A. A. BERLE, Jr.

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n
CANADA

TREATY SERIES, 1944

No. 20

PROTOCOL

AMENDING

THE INTERNATIONAL AGREEMENT OF
8TH JUNE 1937 FOR THE REGULATION
OF WHALING

Signed at London on February 7, 1944

Canadian Ratification deposited at London, August 24, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1949



Price, 25 cents

CANADA

TREATY SERIES, 1944

No. 20

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THE INTERNATIONAL AGREEMENT OF
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OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1949

PROTOCOL AMENDING THE INTERNATIONAL AGREEMENT OF 8th JUNE, 1937, FOR THE REGULATION OF WHALING

Signed at London, February 7, 1944

The Governments of the Union of South Africa, the United States of America, the Commonwealth of Australia, the United Kingdom of Great Britain and Northern Ireland, Canada, Eire, New Zealand and Norway,

Being parties or signatories to the International Agreement for the Regulation of Whaling signed at London on the 8th June, 1937* (hereinafter referred to as the Agreement of 1937), and to the Protocol signed at London on the 24th June, 1938**, introducing certain amendments into the Agreement of 1937 (hereinafter referred as the Protocol of 1938); and

Desiring, in view of the fact that pelagic whaling operations in the area to which Article 7 of the 1937 Agreement applies have been interrupted for a considerable period by the existence of hostilities and in order to meet the present emergency without prejudicing the conservation of stocks of whales, to put into force by agreement such provisions as may be necessary with regard to pelagic whaling in this area when whaling operations are resumed there:

Have agreed as follows:—

ARTICLE 1

(i) The period fixed by Article 7 of the Agreement of 1937, during which factory ships or a whale catcher attached thereto may be used for the purpose of taking or treating baleen whales, shall be extended for the first season in which whaling operations are resumed in the area referred to in the said Article 7, so as to cover the period from the 24th November to the 24th March, both dates inclusive.

(ii) Each Government party to the present protocol shall give notice to the Government of the United Kingdom when whale factory ships registered under the law of any territory under its authority or otherwise under its jurisdiction engage in whaling operations in the area defined in Article 7 of the Agreement of 1937. The Government of the United Kingdom will inform the other Governments party to the present protocol of all notices received under this paragraph and shall itself similarly give notice to the other contracting Governments if whale factory ships registered under the law of any territory under its authority or otherwise under its jurisdiction engage in whaling operations in the said area.

(iii) For the purposes of paragraph (i) of this Article the first season in respect of which any notice has been given under paragraph (ii) above, shall be deemed to be the first season in which whaling operations are resumed. This season is hereinafter referred to as "the first season."

ARTICLE 2

The provision of Article 1 of the Protocol of 1938 relating to the taking of humpback whales in any waters south of 40 degrees south latitude shall apply during the first season.

* For the text of this Agreement see *Canada Treaty Series 1938 No. 21.*

** For the text of this Protocol see *Canada Treaty Series 1941, No. 8.*

ARTICLE 3

(i) During the first season, the number of baleen whales caught in the area referred to in Article 7 of the 1937 Agreement shall not exceed 16,000 blue whale units.

(ii) For the purposes of paragraph (i) of this article, blue whale units shall be calculated on the basis that one blue whale equals---

(a) 2 fin whales, or

(b) $2\frac{1}{2}$ humpback whales, or

(c) 6 sei whales.

(iii) The Government of the United Kingdom shall consult all the Governments who have given notice under Article 1 (ii) of this agreement in order to arrange by co-operation and agreement the measures necessary to ensure that the total number of baleen whales caught during the first season does not exceed the number specified in paragraph (i) of this article.

ARTICLE 4

In the absence of agreement to the contrary none of the provisions of the present protocol shall operate except in the first season.

ARTICLE 5

The present protocol shall be ratified and the instruments of ratification deposited as soon as possible with the Government of the United Kingdom.

ARTICLE 6

(i) The present protocol shall be open to accession on behalf of any Government which was a party to the 1937 Agreement and has not signed the present protocol.

(ii) Accession shall be effected by means of a notification addressed to the Government of the United Kingdom.

ARTICLE 7

(i) The Government of the United Kingdom shall inform the Governments of the United States of America, Canada, Eire, Mexico, New Zealand and Norway of all ratifications of this protocol or accessions thereto.

(ii) The present protocol shall come into force as soon as ratifications or accessions have been deposited on behalf of all Governments referred to in paragraph (i) of this article and of the Government of the United Kingdom.

(iii) The ratification of or accession to the present protocol by a Government which is a signatory but not a party to the Agreement of 1937 shall not become effective until such Government becomes a party to that agreement by ratification.

In witness whereof the undersigned plenipotentiaries, being duly authorized to this effect by their respective Governments, have signed the present protocol and affixed thereto their seals.

Done at London this 7th day of February, 1944, in a single copy which shall remain deposited in the archives of the Government of the United Kingdom by whom certified copies will be transmitted to all the Governments referred to in Article 7(i).

For the Government of the Union of South Africa:

[SEAL] DENEYS REITZ.

[SEAL] A. P. VAN DER POST.

For the Government of the United States of America:

[SEAL] LOYD V. STEERE.

For the Government of the Commonwealth of Australia:

[SEAL] S. M. BRUCE.

*For the Government of the United Kingdom of Great Britain and
Northern Ireland:*

[SEAL] A. T. A. DOBSON.

[SEAL] J. E. DE WATTEVILLE.

For the Government of Canada:

[SEAL] VINCENT MASSEY.

For the Government of Eire:

For the Government of New Zealand:

[SEAL] W. J. JORDAN.

For the Government of Norway:

[SEAL] BIRGER BERGERSEN.

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CANADA

TREATY SERIES, 1944

No. 21

EXCHANGE OF NOTES

(July 19 and 22, 1944)

BETWEEN

CANADA

AND

THE UNITED STATES OF AMERICA

RENEWING CANADA'S
PERMISSION TO PAN AMERICAN AIRWAYS
INCORPORATED TO FLY OVER CANADA
BETWEEN JUNEAU (ALASKA) AND
SEATTLE (WASHINGTON)

Effective July 22, 1944



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1949

SUMMARY

	PAGE
I. Note, dated July 19, 1944, from the United States Ambassador to Canada, to the Secretary of State for External Affairs of Canada.....	3
II. Note, dated July 22, 1944, from the Secretary of State for External Affairs of Canada, to the United States Ambassador to Canada.....	4

**EXCHANGE OF NOTES (JULY 19 AND 22, 1944) BETWEEN CANADA
AND THE UNITED STATES OF AMERICA RENEWING CANADA'S
PERMISSION TO PAN AMERICAN AIRWAYS INCORPORATED TO
FLY OVER CANADA BETWEEN JUNEAU (ALASKA) AND
SEATTLE (WASHINGTON)**

I

*The United States Ambassador to Canada
to the Secretary of State for External Affairs of Canada*

EMBASSY OF THE UNITED STATES OF AMERICA

OTTAWA, July 19, 1944.

No. 171

SIR,

I have the honor to refer to note No. 9 of January 26, 1944, extending authorization for Pan American Airways to operate over British Columbia between Seattle and Juneau, Alaska, and to stop at Prince George, British Columbia. In this note it was stated that should the United States Government desire an extension of the six months' permission the Canadian Government would be glad to give consideration to such a request.

Pursuant to instructions received, I am requesting the Canadian Government to renew the existing permit for Pan American Airways to operate across British Columbia on this service (proceeding normally over the direct route between Seattle and Ketchikan and when weather conditions require on the inside route) together with the privilege of refuelling when necessary at Comox, Port Hardy, and Prince George.

Further, I am directed to express the desire of the United States Government to see these rights granted for an indefinite period, subject to cancellation on six months' notice. Should, however, the Canadian Government feel that it can only grant the renewal on the same conditions as heretofore such a decision would be acceptable.

It is understood that the airports at Comox and Port Hardy are under the administration of the R.C.A.F., and that arrangements will have to be made by Pan American Airways with the R.C.A.F. as to the use of these facilities for refuelling. This would not, of course, involve the grant of traffic privileges at these points.

As the existing permit granted to Pan American Airways expires on July 26th it will be appreciated if early consideration can be given to the extension as set forth above.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON

II

*The Secretary of State for External Affairs of Canada
to the United States Ambassador to Canada*

DEPARTMENT OF EXTERNAL AFFAIRS

No. 74

OTTAWA, July 22, 1944.

SIR,

In reply to your note of July 19, 1944, No. 171, I have the honour to inform you that the Canadian Government has renewed for a period of six months from July 26, 1944, the permission granted to Pan American Airways to operate over British Columbia on its service between Seattle (Washington) and Juneau (Alaska). This permission is subject to the same conditions as are set out in my note of January 26, 1944, No. 9.

2. The Canadian Government considers that the question of refuelling at Comox and Port Hardy should be left in abeyance until such time as the general arrangement relating to air transport services between Canada and the United States comes up for review.

Accept, Sir, the renewed assurances of my highest consideration.

N. A. ROBERTSON,
*For the Secretary of State
for External Affairs.*

CANADA

TREATY SERIES, 1944

No. 22

EXCHANGE OF NOTES

(July 21 and August 5, 1944)

BETWEEN

CANADA

AND

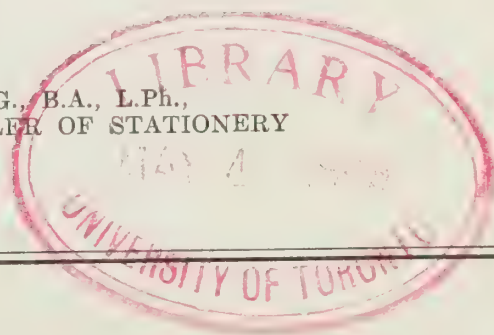
THE UNITED STATES OF AMERICA

RECORDING AN AGREEMENT TO FACILITATE
THE ASCENT OF THE SALMON IN HELL'S GATE
CANYON AND ELSEWHERE IN THE FRASER
RIVER SYSTEM

Effective August 5, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1949



CANADA

TREATY SERIES, 1944

No. 22

EXCHANGE OF NOTES

(July 21 and August 5, 1944)

BETWEEN

CANADA

AND

THE UNITED STATES OF AMERICA

RECORDING AN AGREEMENT TO FACILITATE
THE ASCENT OF THE SALMON IN HELL'S GATE
CANYON AND ELSEWHERE IN THE FRASER
RIVER SYSTEM

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1949

SUMMARY

	PAGE
I. Note, dated July 21, 1944, from the Canadian Chargé d'Affaires a.i. at Washington, to the Secretary of State of the United States of America	3
<i>Appendix A:</i> Letter, dated January 11, 1944, from the International Pacific Salmon Fisheries Commission to the Canadian Department of Fisheries	4
Recommendation of the International Pacific Salmon Fisheries Commission for overcoming obstructions to the ascent of sockeye salmon, dated January 11, 1944	5
<i>Appendix B:</i> Obstructions on the Fraser River watershed, the investigation and improvement of which is recommended by the International Pacific Salmon Fisheries Commission	8
<i>Appendix C:</i> Order in Council, P.C. 5002, of June 30, 1944, authorizing the International Pacific Salmon Fisheries Commission to enter into contracts for the execution of work at Hell's Gate Canyon and elsewhere on the Fraser River to overcome obstructions to the ascent of sockeye salmon	11
II. Note, dated August 5, 1944, from the Secretary of State of the United States, to the Canadian Chargé d'Affaires a.i. at Washington	13

**EXCHANGE OF NOTES (JULY 21 AND AUGUST 5, 1944) BETWEEN
CANADA AND THE UNITED STATES OF AMERICA RECORDING
AN AGREEMENT TO FACILITATE THE ASCENT OF THE SALMON
IN HELL'S GATE CANYON AND ELSEWHERE IN THE FRASER
RIVER SYSTEM**

I

*The Canadian Chargé d'Affaires at Washington
to the Secretary of State of the United States*

CANADIAN EMBASSY

No. 266

WASHINGTON, July 21, 1944.

SIR,

I have the honour to refer to the Convention between Canada and the United States for the Protection, Preservation and Extension of the Sockeye Salmon Fisheries in the Fraser River System, signed at Washington on May 26, 1930*.

2. Under Article III of the Convention, the International Pacific Salmon Fisheries Commission is required to "make a thorough investigation into the natural history of the Fraser River sockeye salmon, into hatchery methods, spawning ground conditions and other related matters". The Commission may also recommend to the two Governments "removing or otherwise overcoming obstructions to the ascent of sockeye salmon, that may now exist or may from time to time occur, in any of the waters covered by this Convention, where investigation may show such removal of or other action to overcome obstructions to be desirable".

3. As a result of extensive investigation the Commission recommended to the two Governments on January 11, 1944, remedial measures for overcoming obstructions to the ascent of the salmon in Hell's Gate Canyon and further investigation and remedial measures for overcoming obstructions to the ascent of the salmon elsewhere in the Fraser River watershed. It was estimated that the costs of the works recommended would be \$2,000,000, which, in accordance with Article III, paragraph 2, of the Convention, would be shared equally between the two Governments. One copy of the letter and memorandum from the Commission under date of January 11, signed by the Chairman and secretary are attached hereto as appendix A. Also attached as appendix B is one copy of a list of the remedial works recommended by the Commission.

4. The Canadian Government has approved of these recommendations of the Commission as set forth in its letter and report of January 11. A vote of \$1,000,000 to provide for Canada's share of the costs of these works has been recommended to Parliament. The Commission has also been authorized by Order in Council P.C. 5002 of June 30, 1944, to let contracts for the remedial works recommended. One copy of Order in Council P.C. 5002, marked appendix C, is attached hereto.

5. The regular procedure for the payment of expenses properly incurred by the Commission is that such expenses are paid by the Canadian Government,

* For the text of that Convention see *Canada Treaty Series 1937, No. 10.*

one-half being recoverable later by Canada from the United States. This procedure was agreed to by the United States by your note of December 10, 1937. It is acceptable to the Canadian Government that this procedure should be followed with respect to expenditures incurred by the Commission for the proposed remedial works.

6. It would appear desirable that the recommendations of the Commission as set forth in its letter and report of January 11, 1944, and the arrangements proposed for implementing these recommendations should be formally approved by Exchange of Notes between the two Governments.

7. If these proposals are acceptable to the Government of the United States, this note and your reply thereto accepting the proposals shall be regarded as placing on record the agreement of the two governments concerning this matter.

Accept, Sir, the renewed assurance of my highest consideration.

L. B. PEARSON.

Enclosures

APPENDIX A

Document No. 1

Letter from the International Pacific Salmon Fisheries Commission to the Canadian Department of Fisheries

January 11, 1944.

Sir,

In the Pacific Northwest a particularly valuable species of salmon, known as Sockeye, was once so abundant that in 1913 it produced a pack of almost a quarter of a billion one pound cans which, at present prices, would be worth over forty million dollars. Now, one-eighth of that amount is considered a good pack.

The blasting of rocks during railroad construction in a narrow gorge of the Fraser River known as Hell's Gate Canyon, is charged with causing this huge decline by obstructing passage of the fish to their up-river spawning grounds. It is now believed, however, that great numbers of fish were fatally retarded at this canyon even under natural conditions.

Canada and the United States created this Commission to rehabilitate this once enormous food supply of the two nations—for though the spawning all takes place in Canada, United States fishermen get first chance to catch the fish as they pass through Puget Sound to approach the Fraser River mouth.

After intensive investigation it has been conclusively shown that the terrific rush and surge of water at Hell's Gate Canyon is largely responsible for failure of the salmon run to recover its former magnitude. Furthermore, the Commission finds that construction of so-called fish-ladders at this point will largely eliminate the difficulty. Some lesser obstructions also should be eliminated.

The Treaty requires the Commission to recommend to the two Governments the removal of obstructions. Accordingly the Commission herewith sub-

mits a biological report showing the necessity for action, an engineering report showing the action required, and a request for two million dollars with which to accomplish the desired result.(1)

Respectfully submitted,

International Pacific Salmon Fisheries Commission,

By EDWARD W. ALLEN,
Chairman.

A. J. WHITMORE,
Secretary.

Document No. 2

Recommendation of the International Pacific Salmon Fisheries Commission for overcoming obstructions to the ascent of sockeye salmon, pursuant to the terms of a treaty between Canada and the United States

The International Pacific Salmon Fisheries Commission was created for the purpose of rehabilitating a Pacific Coast salmon run known as the sockeye salmon of the Fraser River. In its largest year this run produced almost a quarter of a billion pounds of finest quality canned salmon which at present prices would have a value of more than forty million dollars. An eighth of that amount is now considered a good pack.

Among causes suggested for this great decline were need for international regulation and damage to the runs by blasting of rocks and by rock slides during railroad construction in the narrow gorge of the Fraser River, up which the fish must ascend to reach their spawning grounds. The first function of the Commission was to determine what were the actual causes, next to suggest remedies, and after eight years to regulate the catch.

Sockeye salmon normally spawn in late summer or fall in gravel beds in streams which are near lakes, or in the lakes themselves in the upper Fraser River drainage area, some 90,000 square miles in extent. The eggs hatch in early spring, and the young usually spend a year in lakes, then go down to sea and when four years old return to the very stream in which they were born, then in turn to spawn and die. The production of each stream therefore depends upon the run to that stream four years before. In a big river system like the Fraser with its numerous feeder streams there are therefore many separate runs each year. These may occur at different times during a season, though in fact there is much overlapping of such runs.

If the salmon had to keep on their way upstream or die and a run lasted only 30 days and there was a period of 30 days right at the time of such run when the fish could not pass up the river, the conclusion would be natural that such run would not reproduce itself. The problem is not that simple. However, the Commission did find that salmon could only stand a limited delay and that if the delay exceeded such limit they dropped downstream and were lost for reproductive purposes.

(1) Identical copies of the Reports were presented to each Government by the Commission. It was therefore deemed unnecessary to attach them to the note of the Canadian Chargé d'Affaires of July 21, 1944.

The Commission further found that there were specific levels of the river during which the salmon were unable to get up through the terrific rush of water at Hell's Gate Canyon and that these impassable levels occurred during the salmon season, but varied greatly in time, length, and seriousness from year to year. In some years practically all the runs which had survived to that year got through. In other years the entire season was nearly impassable (in 1941 it is estimated that one million fish were unable to ascend the Canyon, dropped down below and died). In some years certain runs were affected; others were not.

It was also found that, although Hell's Gate Canyon was by far the most serious obstruction of this character, there were other places in the river system, each of which took its toll. Some forty such obstructions were specifically noted, of greatly varying importance, but a much more thorough survey of the seriousness of each, and of conditions at other points where difficulty may exist than the Commission has thus far been able to make, is essential. Moreover, the Commission found large areas apparently suitable to salmon spawning which never had been utilized because of some natural obstruction, and that it was probable that an adequate survey and proper remedial action would be the means of opening up such areas, thereby increasing the productivity of the system beyond what it had ever been.

A most important consideration is that a depleted run of sockeye salmon if given a reasonable opportunity recuperates rapidly. There are, however, great areas to which the runs of certain years have been completely destroyed. Such areas require distinctive treatment. Moreover, any measure of redress, in order to be effective, will require the aid of regulation of the catch.

Viewing the entire field, the Commission found that it would be uneconomical and unsound, if not wholly futile, to attempt to resort to any recuperative or regulatory measure if the same might in any year be rendered fruitless by reason of the restored runs being again depleted by being obstructed in their attempted passage up Hell's Gate Canyon or other points of difficulty.

Accordingly, it is essential that as a first step in an orderly rehabilitation of the sockeye salmon of the Fraser River system as a whole that this continuous threat of destruction at Hell's Gate Canyon be removed. After that, many runs will promptly proceed to restore themselves and this natural process can be going on while the Commission effectuates its plan to bring back lost runs as well as those so close to extinction as to require artificial stimulation, and to produce runs into new areas. Gradual removal of minor obstructions can also be carried on concurrently, as biological and engineering studies indicate the corrective action necessary.

These facts and conclusions are the result of six years of intensive investigation of every available source of information from official and commercial records and from one of the largest fish tagging experiments ever conducted, many thousands of fish having been tagged in salt water and at different parts of the river with observable celluloid tags these then having been collected by means of rewards and otherwise, also by the use of trained observers systematically stationed throughout the area.

Submitted herewith is a biological report from the Commission's scientific staff which presents a remarkable record of investigation and analysis. (1) Dr. W. F. Thompson, until he came to this Commission, had been Scientific Director of the International Fisheries Commission (Halibut) and was largely responsible for the accomplishments of that Commission which have justly won world-wide recognition. He is now the Scientific Consultant for this Commission.

(1) Identical copies of the Reports were presented to each Government by the Commission. It was therefore deemed unnecessary to attach them to the note of the Canadian Chargé d'Affaires of July 21, 1944.

When the Commission became convinced that a basic difficulty in rehabilitating the Fraser sockeye salmon run lay at Hell's Gate Canyon, it not only concentrated its biological work to bear upon that point but also engaged the most experienced fishery engineers available. Milo Bell, the Commission's chief engineer, is the only active engineer in either nation who has specialized in fishery conservation devices directly related to Pacific salmon. And he in turn has had the assistance of Professor Charles W. Harris, an outstanding hydraulic engineer, as consultant.

So-called fish-ladders have been in use for many years as a means of enabling fish to ascend rivers blocked by dams and natural obstructions. The greatest installation heretofore made was at the Bonneville Dam on the lower Columbia River. The fishery devices at the Bonneville are said to have cost approximately \$7,000,000. Nevertheless, these fully justified the expenditure for they have successfully demonstrated their effectiveness in passing the well known Chinook salmon up the Columbia. The practical use of fish-ladders is therefore well recognized in the engineering field.

In the engineering report submitted herewith (1), the use of fish-ladders to obviate the Hell's Gate Canyon obstruction is presented. But although the Fraser salmon run substantially exceeds that of the Columbia both in quantity and value, the cost of the proposed fish-ladders at Hell's Gate Canyon, together with the estimated cost of investigating and overcoming other obstructions and incidental remedial proposals, all together is less than one-third of the cost of the work at Bonneville.

The Commission therefore requests a total appropriation of \$2,000,000, one-half from Canada, one-half from the United States, for the purposes above outlined. One good year's run restored should produce a catch ten times the entire proposed investment. And under continued and adequate regulation and protection, this enormous food resource should become recurrent year after year in perpetuity.

Respectfully submitted,

International Pacific Salmon Fisheries Commission,

By EDWARD W. ALLEN,
Chairman.

A. J. WHITMORE,
Secretary.

January 11, 1944.

(1) Identical copies of the Reports were presented to each Government by the Commission. It was therefore deemed unnecessary to attach them to the note of the Canadian Chargé d'Affaires of July 21, 1944.

APPENDIX B

Obstructions on the Fraser River watershed, the investigation and improvement of which is recommended by the International Pacific Salmon Fisheries Commission.

Stream	Name of Obstruction and Location	Description and Importance	Remedial Measures
1. Fraser River.....	Hell's Gate Canyon.....	Impassable obstruction at certain water levels. Principal spawning grounds of the Fraser system are controlled largely by conditions at this point.	Construction of permanent fishways on each bank at point of obstruction.
2. Fraser River.....	Bridge River Rapids. 6 miles above Lillooet.	Two rapids 900 ft. apart. Both serious obstructions to salmon migration below 20 ft. level.* Over $\frac{3}{4}$ of available spawning area above this point. Formerly bulk of escapement spawned above this obstruction.	Construct fishways and improve channel for each rapids on both banks of river.
3. Lillooet River....	Skookumchuck Rapids. 18 miles above Harrison Lake.	Rapids in constricted, canyon-bound channel. Records of sockeye delayed from 1 to 21 days. Blockade forms above 1 ft. level on gauge. Commonly inflicts heavy mortality on important Birkenhead run.	Install fishway on left bank and alter channel. Include 10 ft. maximum water fluctuations.
4. Chilcotin River..	Farwell Canyon. 11 miles from mouth.	Constricted, bedrock channel with fall of 4 to 6 ft. at obstruction. Blockade above 3 ft. level on gauge. Over 15% of Chilko ** run normally lost at this obstacle.	Construct fishway on left bank. Blast cut in rock on right bank. Cover 6 ft. maximum water fluctuations.
5. Chilko River.....	Keighley Holes 7 miles above confluence of Chilcotin River.	Channel between high dirt banks. Large boulders in bed cause fall of 5 ft. at obstruction. Chilko run ** layed at all common water levels.	Remove boulders and rock debris from channel. Construct baffles on right bank to reduce velocity of flow.
6. Quesnel River....	Rapids 4 miles below Likely.	Obstruction caused by tailings from Boullion mine. Present channel is constricted by dumped rock so that velocity of flow is too great for normal passage of salmon.	Remove rock debris from channel and restore original conditions.
7. Stellako River...	Falls 4 miles above Fraser Lake.	A 3 ft. falls located in spawning area is ascended with difficulty. Elimination of obstruction would encourage extension of spawning area to desirable streams above.	Reduce flow in channel.
8. Bowron River....	Gravel bars, mouth of Bowron River.	At low water stages there is not sufficient water on gravel bars to allow salmon to ascend.	Dredge one main channel for entire flow of river.
9. Morris Creek.....	Shallow channel. Mouth of Morris Creek.	Similar to above. At low water channel nearly dry caused by seepage near mouth. Run commonly delayed two to three weeks before able to enter.	Concentrate flow into one main channel.

*Hell's Gate gauge.

**Chilko run composes over 80% total escapement, 1940-1941.

Stream	Tributary to	Description	Remedial Measures
10. Boise Creek.....	Upper Pitt River.....	Excellent sockeye stream with large amount of potential spawning area. Numerous log jams present of which some are impassable to salmon. Serious damage done by floods.	Remove log jams and improve spawning conditions.
11. Douglas Creek...	Harrison Lake.....	Spawning beds scoured by logs and further damaged by floods. Formerly a very important spawning stream.	Remove log jams from channel.
12. Railway Creek...	Upper Lillooet River...	Beaver dam is located ½ mile above mouth. Good spawning area above dam. Sockeye now limited to lower part of stream.	Transplant beavers to non-salmon stream. Remove dam.
13. Mackenzie Creek.	Upper Lillooet River...	Beaver dam located 20 yards from mouth. Sockeye formerly spawned above dam but now confined to lower part of stream.	Transplant beavers to non-salmon stream and remove dam.
14. Pemberton Creek	One-mile Lake.....	Numerous log jams which not only block salmon but encourage shifting of channel during high water. Formerly supported run of sockeye.	Remove log jams and re-establish channel in former location.
15. Silver Creek.....	Fraser River.....	Place of difficult passage 1-5 miles below lake. Caused by log jams and rapids. Excellent spawning area above.	Remove log jams and improve channel.
16. Nahatlatch River	Fraser River.....	Large log jam at outlet of lake and numerous log jams on spawning areas that limit areas used by salmon. Extensive spawning area available and formerly produced large run of sockeye.	Remove log jams and general stream improvement.
17. Momich River...	Adams Lake.....	Series of rapids ¾ mile from mouth. Sockeye spawn in lower part of creek.	Install fishpass in channel so that sockeye can ascend to upper regions.
18. Scotch Creek.....	Shuswap Lake.....	Large log jams near mouth of creek. Channel changes frequently during high water. Only remnant of former large run remains.	Remove log jams and establish channel.
19. Mann Creek.....	North Thompson River.	Beaver dams near mouth which limits present spawning area. Log jams and dense brush in stream ½ mile from mouth. Present depleted run spawn at mouth.	Transplant beaver to non-salmon stream. Remove dam and log jams. Improve spawning area generally.
20. Finn Creek.....	North Thompson River.	Large impassable log jams throughout entire spawning area. Channel frequently changes. Few salmon spawn in creek at present.	Remove log jams and establish channel. Make general stream improvements.
21. Gates Creek.....	Anderson Lake.....	Numerous log jams in creek form definite obstruction to migration of salmon. Formerly important spawning area but now runs only spawn near mouth.	Remove log jams and improve spawning area.

Stream	Tributary to	Description	Remedial Measures
22. McKinley Creek..	Horsefly River.....	Log jams in creek prevent salmon ascending lakes above which were used for spawning before 1913.	Remove log jams and improve channel for salmon migration.
23. Nadina River....	Francois Lake.....	One serious log jam and numerous minor ones. Small run of sockeye and spawn in river. Large areas suitable for spawning in upper portion of stream.	Remove log jams and improve spawning area.
24. Forfar Creek....	Middle River.....	Impassable log jams 3 miles above mouth. Good spawning stream and would increase the spawning area available.	Remove log jams.
25. Kynoch Creek....	Middle River.....	Impassable log jams 3 to 4 miles above mouth. Important spawning stream of this district.	Remove log jams.
26. Rossette Creek...	Middle River.....	Log jams and brush block stream $\frac{1}{2}$ mile from mouth. Formerly good spawning creek but only remnant of former run remains.	Remove log jams and improve stream conditions.
27. Narrows Creek...	Takla Lake.....	Numerous log jams cause constant shifting of channel. Formerly excellent spawning stream but now nearly void of fish.	Remove log jams and restore stream to former condition.
28. Pomeroy Creek..	Bowron River.....	Beaver dam at mouth entirely blocks creek to salmon. This stream formerly supported over $\frac{2}{3}$ of the Bowron run.	Transplant beaver to non-salmon stream. Remove dam.
29. Indian-point Creek.	Bowron River.....	Four beaver dams on creek and spawning tributaries. Formerly important spawning and nursery area. No sockeye can enter creek at present.	Transplant beaver to non-salmon stream. Remove all dams and improve stream conditions.

Stream	Location of Obstruction	Description	Remedial Measures
30. Nicola River.....	Dam at outlet of Nicola Lake.	The irrigation dam has a poorly designed fishway and an unscreened diversion channel just above the dam. This was formerly good salmon spawning area.	Install satisfactory fishway and revolving screen on diversion channel.
31. Adams River.....	Dam at outlet of Adams Lake.	The old sluice dam, not in use at present, has an inadequate fishway. The dam is in poor repair and structure is rotten.	Remove dam or install efficient fishways.
32. Louis Creek.....	Dam on creek for C.N.R. water supply and irrigation.	Fish-way in dam closed during salmon run. Salmon drop back into irrigation ditches and die unspawned. Many fry are lost in ditches.	Install revolving screens on diversions and have sufficient water guaranteed during salmon runs for proper operation of fishways.

Stream	Location of Obstruction	Description	Remedial Measures
33. Barriere River...	Hydro-electric project located ten miles above mouth.	Dam is 12 to 15 feet high. Fishway is very poor and usually dry during salmon run. This was formerly a good sockeye spawning area. Flume to turbines is unscreened.	Construct new fishpass over dam and screen turbine intake.
34. Lemieux Creek...	Low irrigation dam on creek 2 miles above mouth.	Dam is 32 in. high with no fishway installed and during low water is a complete barrier to salmon migration. Unscreened diversion above dam.	Construct fishway in dam and install revolving screen on diversion.
35. Scotch Creek....	Irrigation dam 2¼ miles from mouth.	The 3 foot dam has no fishway and cuts off the former main spawning area. Also has unscreened diversion.	Install fishway and construct revolving screen in diversion.
36. Seton Creek	Hydro-electric and water supply.	Fishway now installed is not satisfactory for passage of salmon. Formerly important spawning area; now nearly depleted.	Construct proper fishway.
37. Conni Lake.....	Dry channel.....	Divert Klokkon creek into original channel emptying into Conni Lake. Sockeye formerly spawned in this area.	Divert creek into old channel.

APPENDIX C

Order-in-Council P.C. 5002

AT THE GOVERNMENT HOUSE AT OTTAWA

FRIDAY, the 30th day of June 1944.

PRESENT:

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL:

WHEREAS the Minister of Fisheries reports that the following item appears in the Estimates tabled in Parliament for the fiscal year 1944-45:

Vote 83: To provide for Canadian share of expenses of the International Pacific Salmon Fisheries Commission to overcome obstructions to the ascent of sockeye salmon at Hell's Gate Canyon, and for investigating and overcoming obstructions to such salmon at other points on the Fraser River Watershed.....\$1,000,000

That a similar sum has been provided for the same purpose by the Government of the United States, thus enabling the work to proceed at joint expense;

That persons who, in the opinion of the Minister, may be interested in the work contemplated at Hell's Gate, including the Government of the Province of British Columbia, the Canadian Pacific Railway Company and the Canadian

National Railways, have been consulted with reference thereto and that such persons have no objection thereto provided their interests are adequately safeguarded;

That by arrangements between Canada and the United States all expenditures properly incurred by the Commission are paid by the Canadian Government, one-half of such payments to be recovered later by Canada from the United States Government; and

That it is, by reason of the war, necessary for the security, defence, peace, order and welfare of Canada that the Order hereinafter set forth be made.

THEREFORE, His Excellency the Governor General in Council, on the recommendation of the Minister of Fisheries, and under the authority of the War Measures Act, is pleased, hereby, to authorize the International Pacific Salmon Fisheries Commission constituted pursuant to the Fraser River Sockeye Convention, confirmed by chapter ten of the Statutes of Canada, one thousand nine hundred and thirty, to enter into contracts in the name of His Majesty in right of Canada for the execution of the work at Hell's Gate Canyon and other points on the Fraser River, British Columbia, for which money is, or is to be, provided by the said Vote 83 hereinbefore set out; and is further pleased to authorize and doth hereby authorize the chairman and secretary of the said Commission to execute any such contract on behalf of the Commission.

A. D. P. HEENEY,
Clerk of the Privy Council.

II

*The Secretary of State of the United States
to the Canadian Chargé d'Affaires at Washington*

DEPARTMENT OF STATE

WASHINGTON, August 5, 1944.

SIR,

I have your Embassy's note No. 266, of July 21, 1944, with enclosures, in regard to the recommendation of remedial measures for overcoming obstructions to the ascent of the salmon in Hell's Gate Canyon and further investigation and remedial measures for overcoming obstructions to the ascent of the salmon elsewhere in the Fraser River system, which, pursuant to Article III of the Convention between the United States and Canada for the Protection, Preservation and Extension of the Sockeye Salmon Fisheries in the Fraser River system, signed at Washington on May 26, 1930, was made to the American and Canadian Governments on January 11, 1944, by the International Pacific Salmon Fisheries Commission.

As you point out the estimated cost of the works recommended, which was two million dollars, would in accordance with Article III, paragraph 2 of the Convention, be shared equally between the two governments.

The Government of the United States has approved the recommendation of the Commission as set forth in its letter and report of January 11, 1944, and the accompanying documents including the "General Engineering Report Covering Fraser River Fisheries Projects" and the first Deficiency Appropriation Act, 1944, approved April 1, 1944 (Public Law 279, 78th Congress), contained the following appropriation:

"INTERNATIONAL PACIFIC SALMON FISHERIES COMMISSION

Restoration of salmon runs Fraser River system: For the share of the United States of expenses incident to the work of improving facilities for sockeye salmon migration in the Fraser River by the International Pacific Salmon Fisheries Commission, under the convention between the United States and Canada, concluded May 26, 1930, including personal services; travelling expenses; rent; purchase, maintenance, repair, and operation of not to exceed four motor-propelled, passenger-carrying vehicles; purchase of furniture, instruments, and equipment; construction of fishways; removal of obstructions and stream improvement; construction of warehouse for storage of equipment; and such other expenses as the Secretary of State may deem proper, to be expended under his direction, \$1,000,000, to remain available until expended."

The Department observes from paragraph 5 of your note that it is acceptable to the Canadian Government that the regular procedure whereunder expenses properly incurred by the Commission are paid by the Canadian Government, one-half being recoverable later by Canada from the United States, should be followed with respect to expenditures incurred by the Commission for the proposed remedial works. The Government of the United States agrees to this procedure and subject to the limits of the above-quoted appropriation, will

reimburse the Canadian Government for one-half of the joint expenses properly incurred by the Commission in connection with the remedial works in question, the full amount of such expenses having been paid by the Government of Canada, it being understood that in the settlement of such amounts the procedure now observed by the two governments in settling the joint expenses of the Commission will be followed.

Accept, Sir, the renewed assurances of my high consideration,

For the Secretary of State:

G. HOWLAND SHAW.

(CANADA)

TREATY SERIES, 1944

No. 23

EXCHANGE OF NOTES

(August 29 and September 8, 1944)

BETWEEN

CANADA

AND

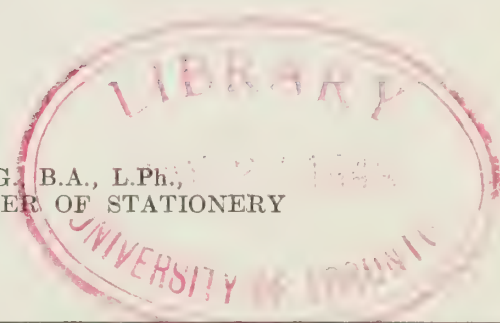
THE UNITED STATES OF AMERICA

AMENDING CANADA'S
PERMISSION TO PAN AMERICAN AIRWAYS
INCORPORATED TO FLY OVER CANADA
BETWEEN JUNEAU (ALASKA) AND
SEATTLE (WASHINGTON)

In Force September 8, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.
KING'S PRINTER AND CONTROLLER OF STATIONERY
1949



CANADA

TREATY SERIES, 1944

No. 23

EXCHANGE OF NOTES

(August 29 and September 8, 1944)

BETWEEN

CANADA

AND

THE UNITED STATES OF AMERICA

AMENDING CANADA'S
PERMISSION TO PAN AMERICAN AIRWAYS
INCORPORATED TO FLY OVER CANADA
BETWEEN JUNEAU (ALASKA) AND
SEATTLE (WASHINGTON)

In Force September 8, 1944



OTTAWA
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KING'S PRINTER AND CONTROLLER OF STATIONERY
1949

SUMMARY

PAGE

- I. Note, dated August 29, 1944, from the United States Ambassador to Canada, to the Secretary of State for External Affairs. 3
- II. Note, dated September 8, 1944, from the Secretary of State for External Affairs, to the United States Ambassador to Canada. 4

EXCHANGE OF NOTES (AUGUST 29 AND SEPTEMBER 8, 1944),
BETWEEN CANADA AND THE UNITED STATES OF AMERICA
AMENDING CANADA'S PERMISSION TO PAN AMERICAN AIR-
WAYS INCORPORATED TO FLY OVER CANADA BETWEEN
JUNEAU (ALASKA) AND SEATTLE (WASHINGTON)

I

*The United States Ambassador to Canada
to the Secretary of State for External Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 200

OTTAWA, August 29, 1944.

SIR:

I have the honour to refer to your note No. 74 of July 22, 1944* informing me that the Canadian Government had renewed for a period of six months from July 26, 1944, the permission granted to Pan American Airways to operate over British Columbia on its service between Seattle, Washington, and Juneau, Alaska. In that note you suggested that the question of refuelling at Comox and Port Hardy be left in abeyance until such time as the general arrangement relating to air transport services between Canada and the United States comes up for review.

As a result of informal conversations which have taken place since the receipt of your note, I understand that the Canadian Government is prepared at this time to permit Pan American Airways to land for refuelling at Comox and Port Hardy on condition that it relinquish its authorization to refuel at Prince George.

As Pan American Airways would prefer authorization to refuel at Comox and Port Hardy, I have been directed to request that the requisite authorization be granted, it being understood that Pan American Airways relinquish the authorization which was granted to refuel at Prince George.

Accept, Sir, the renewed assurances of my highest consideration.

For the Ambassador:
LEWIS CLARK.

* For this note see *Canada Treaty Series 1944, No. 21.*

II

*The Secretary of State for External Affairs
to the United States Ambassador to Canada*

DEPARTMENT OF EXTERNAL AFFAIRS

No. 96

OTTAWA, September 8, 1944.

EXCELLENCY:

I have the honour to refer to your note of August 29, No. 200, concerning the permission granted by the Canadian Government for Pan American Airways to operate for a period of six months from July 26, 1944, over British Columbia between Seattle, Washington, and Juneau, Alaska.

2. The Canadian Government is prepared to grant your request that Comox and Port Hardy be used as refuelling stops in place of Prince George. The permission granted in my note No. 74 of July 22 is therefore amended to provide that Pan American Airways may land for refuelling at Comox and Port Hardy and may no longer land at Prince George. In all other respects the terms and conditions of my note under reference continue to apply.

Accept, Excellency, the renewed assurances of my highest consideration.

N. A. ROBERTSON,
*For the Secretary of State
for External Affairs.*

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Canada. External Affairs, Dept. 11

(CANADA)

TREATY SERIES, 1944

No. 24

EXCHANGE OF NOTES

(September 1 and 2, 1944)

BETWEEN

CANADA

AND

THE UNITED STATES OF AMERICA

RECORDING CANADA'S PERMISSION
TO PAN AMERICAN AIRWAYS INCORPORATED
TO FLY INTO, THROUGH AND AWAY FROM CANADA
AND TO USE THE AIRPORT AT BOTWOOD
(NEWFOUNDLAND) IN CONNECTION
WITH THE OPERATION OF ITS
ATLANTIC SERVICES

—

In Force September 1, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1949



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CANADA

TREATY SERIES, 1944

No. 24

EXCHANGE OF NOTES

(September 1 and 2, 1944)

BETWEEN

CANADA

AND

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RECORDING CANADA'S PERMISSION
TO PAN AMERICAN AIRWAYS INCORPORATED
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WITH THE OPERATION OF ITS
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1949

SUMMARY

	PAGE
I. Note, dated September 1, 1944, from the Secretary of State for External Affairs, to the United States Ambassador to Canada.	3
II. Note, dated September 2, 1944, from the United States Ambassador to Canada, to the Secretary of State for External Affairs.	4

**EXCHANGE OF NOTES (SEPTEMBER 1 AND 2, 1944) BETWEEN
CANADA AND THE UNITED STATES OF AMERICA RECORDING
CANADA'S PERMISSION TO PAN AMERICAN AIRWAYS INCORPOR-
ATED TO FLY INTO, THROUGH AND AWAY FROM CANADA AND
TO USE THE AIRPORT AT BOTWOOD (NEWFOUNDLAND) IN
CONNECTION WITH THE OPERATION OF ITS ATLANTIC
SERVICES**

I

*The Secretary of State for External Affairs
to the United States Ambassador to Canada*

DEPARTMENT OF EXTERNAL AFFAIRS

OTTAWA, September 1, 1944.

No. 93

EXCELLENCY,

I have the honour to inform you that at the request of the United States Government and in order to assist in the effective prosecution of the war, the Government of Canada, in so far as it is concerned, grants permission to Pan American Airways, Incorporated, in connection with the operation of its Atlantic services, to fly into, through and away from Canada and, subject to the consent of the Newfoundland Government, to use the airport at Botwood which is under Canadian operational control, for the purpose of conducting a civil air transport service, for the period of the present hostilities, in both directions between New York, Shediac, Botwood and Foynes for the carriage of passengers, goods and mail between these places with such number of frequencies as are necessary in the prosecution of the war.

These permissions are granted on the understanding that:

(i) In view of the emergency nature of these operations, and taking full cognizance thereof, the Canadian Government understands that the points to be served on these operations may be served in whatever order and omitting such points as may be necessary from time to time; and that whenever necessary in the war effort additional non-Canadian points may be added, but in such event the Canadian Government shall be informed thereof as early as practicable.

(ii) Aircraft flying over Canadian territory shall comply with the Defence Air Regulations, 1942, and shall be subject to such other restrictions as it may be necessary to impose as a result of military operations.

(iii) In the event that any part of the route becomes an area of active warfare the Canadian Government reserves the right to reconsider the conditions on which the permit is granted.

(iv) The aircraft of Pan American Airways shall conform with existing arrangements for contraband, censorship and passenger control or such modifications of them as may from time to time be made.

(v) The permissions may be withdrawn at any time on six months' notice.

(vi) The rights granted to Pan American Airways Company under the permit issued on February 10, 1937, and reissued on December 2, 1941, to Pan American Airways Incorporated, are not in any way prejudiced by the grant of these temporary permissions since these temporary permissions are supplementary to and separate and apart from the rights therein conferred.

2. It is understood that the Government of the United States has also sought the necessary permissions from the Governments of the United Kingdom, Ireland and Newfoundland.

3. It is my understanding that the United States Government will for its part and so far as it is concerned grant similar permissions in the event that applications are received by it for similar Canadian air services, needed to assist in the effective prosecution of the war, to use similar facilities in the United States, its territories or possessions.

Accept, Excellency, the renewed assurances of my highest consideration.

N. A. ROBERTSON,
*For the Secretary of State
for External Affairs.*

II

*The United States Ambassador to Canada
to the Secretary of State for External Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

OTTAWA, September 2, 1944.

No. 205

SIR:

I have the honour to acknowledge the receipt of your note No. 93 of September 1, 1944, informing me that at the request of my Government and in order to assist in the effective prosecution of the war, the Government of Canada, in so far as it is concerned, grants permission to Pan American Airways, Incorporated, in connection with the operation of its Atlantic services, to fly into, through and away from Canada and, subject to the consent of the Newfoundland Government, to use the airport at Botwood which is under Canadian operational control, for the purpose of conducting a civil air transport service, for the period of the present hostilities, in both directions between New York, Shediac, Botwood and Foynes for the carriage of passengers, goods and mail between these places with such number of frequencies as are necessary in the prosecution of the war.

In your note you set forth the conditions under which this service may be operated and certain understandings of your Government. I am authorized to inform you that the conditions stipulated are acceptable to my Government and that the understanding of the intentions of my Government are correct.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON

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E

Canada. External Affairs. Sept 17

(CANADA)
—

TREATY SERIES, 1944

No. 25

EXCHANGE OF NOTES

(September 1 and 2, 1944)

BETWEEN

CANADA

AND

THE UNITED STATES OF AMERICA

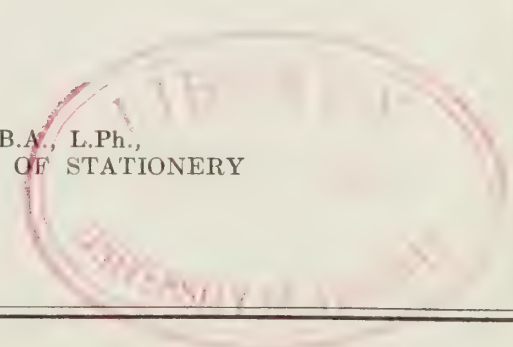
RECORDING CANADA'S PERMISSION TO
AMERICAN EXPORT AIRLINES INCORPORATED
TO FLY INTO, THROUGH AND AWAY FROM CANADA AND
TO USE THE AIRPORTS AT BOTWOOD AND GANDER
LAKE (NEWFOUNDLAND) IN CONNECTION
WITH THE OPERATION OF ITS
ATLANTIC SERVICES

—
In Force September 1, 1944



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1949

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CANADA

TREATY SERIES, 1944

No. 25

EXCHANGE OF NOTES

(September 1 and 2, 1944)

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CANADA

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THE UNITED STATES OF AMERICA

RECORDING CANADA'S PERMISSION TO
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In Force September 1, 1944



OTTAWA

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KING'S PRINTER AND CONTROLLER OF STATIONERY

1949

SUMMARY

	PAGE
I. Note, dated September 1, 1944, from the Secretary of State for External Affairs, to the United States Ambassador to Canada	3
II. Note, dated September 2, 1944, from the United States Ambassador to Canada, to the Secretary of State for External Affairs.	4

**EXCHANGE OF NOTES (SEPTEMBER 1 AND 2, 1944), BETWEEN
CANADA AND THE UNITED STATES OF AMERICA RECORDING
CANADA'S PERMISSION TO AMERICAN EXPORT AIRLINES
INCORPORATED TO FLY INTO, THROUGH AND AWAY FROM
CANADA AND TO USE THE AIRPORTS AT BOTWOOD AND GAN-
DER LAKE (NEWFOUNDLAND) IN CONNECTION WITH THE
OPERATION OF ITS ATLANTIC SERVICES**

I

*The Secretary of State for External Affairs
to the United States Ambassador to Canada*

DEPARTMENT OF EXTERNAL AFFAIRS

OTTAWA, September 1, 1944.

No. 92

EXCELLENCY,

I have the honour to inform you that at the request of the United States Government and in order to assist in the effective prosecution of the war, the Government of Canada, in so far as it is concerned, grants permission to American Export Airlines, Incorporated, in connection with the operation of its Atlantic services, to fly into, through and away from Canada and, subject to the consent of the Newfoundland Government, to use the airport at Botwood which is under Canadian operational control, for the purpose of conducting a civil air transport service, for the period of the present hostilities, in both directions between New York, Botwood, Foynes and Port Lyautey for the carriage of passengers, goods and mail between these places with such number of frequencies as are necessary in the prosecution of the war.

These permissions are granted on the understanding that:

(i) In view of the emergency nature of these operations, and taking full cognizance thereof, the Canadian Government understands that the points to be served on these operations may be served in whatever order and omitting such points as may be necessary from time to time; and that whenever necessary in the war effort additional non-Canadian points may be added, but in such event the Canadian Government shall be informed thereof as early as practicable.

(ii) Aircraft flying over Canadian territory shall comply with the Defence Air Regulations, 1942, and shall be subject to such other restrictions as it may be necessary to impose as a result of military operations.

(iii) In the event that any part of the route becomes an area of active warfare the Canadian Government reserves the right to reconsider the conditions on which the permit is granted.

(iv) The aircraft of American Export Airlines shall conform with existing arrangements for contraband, censorship and passenger control or such modifications of them as may from time to time be made.

(v) Emergency stops for refuelling and on account of weather or other operating conditions may be made at Halifax and Shediac and, subject to the consent of the Newfoundland Government, at Gander Lake, provided that no commercial traffic is loaded or disembarked at these ports.

(vi) The permissions may be withdrawn at any time on six months' notice.

2. It is understood that the Government of the United States has also sought the necessary permissions from the Governments of the United Kingdom, Ireland and Newfoundland.

3. It is my understanding that the United States Government will for its part and so far as it is concerned grant similar permissions in the event that applications are received by it for similar Canadian air services, needed to assist in the effective prosecution of the war, to use similar facilities in the United States, its territories or possessions.

Accept, Excellency, the renewed assurances of my highest consideration.

N. A. ROBERTSON,
*For the Secretary of State
for External Affairs.*

II

*The United States Ambassador to Canada
to the Secretary of State for External Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

OTTAWA, September 2, 1944.

No. 206

SIR:

I have the honour to acknowledge the receipt of your note No. 92 of September 1, 1944, informing me that at the request of my Government and in order to assist in the effective prosecution of the war the Government of Canada, insofar as it is concerned, grants permission to American Export Airlines, Incorporated, in connection with the operation of its Atlantic services, to fly into, through and away from Canada and, subject to the consent of the Newfoundland Government, to use the airport at Botwood which is under Canadian operational control for the purpose of conducting a civil air transport service, for the period of the present hostilities, in both directions between New York, Botwood, Foynes and Port Lyautey for the carriage of passengers, goods and mail between these places with such number of frequencies as are necessary in the prosecution of the war.

In your note you set forth the conditions under which this service may be operated and certain understandings of your Government. I am authorized to inform you that the conditions stipulated are acceptable to my Government and that the understanding of the intentions of my Government are correct.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON

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Canada, External Affairs Dept.

(CANADA)

TREATY SERIES, 1944

No. 26

EXCHANGE OF NOTES

(August 31 and September 7, 1944)

BETWEEN

CANADA

AND

THE UNITED STATES OF AMERICA

EXTENDING
THE AGREEMENT FOR THE
TEMPORARY RAISING OF THE LEVEL
OF LAKE ST. FRANCIS OF
NOVEMBER 10, 1941

—
In force October 1, 1944



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1949



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CANADA

TREATY SERIES, 1944

No. 26

EXCHANGE OF NOTES

(August 31 and September 7, 1944)

BETWEEN

CANADA

AND

THE UNITED STATES OF AMERICA

EXTENDING

THE AGREEMENT FOR THE
TEMPORARY RAISING OF THE LEVEL

OF LAKE ST. FRANCIS OF

NOVEMBER 10, 1941

In force October 1, 1944



OTTAWA
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KING'S PRINTER AND CONTROLLER OF STATIONERY
1949

SUMMARY

	PAGE
I. Note, dated August 31, 1944, from the Canadian Chargé d'Affaires at Washington, to the Secretary of State of the United States of America.....	3
II. Note, dated September 7, 1944, from the Secretary of State of the United States of America, to the Canadian Chargé d'Affaires at Washington.....	4

**EXCHANGE OF NOTES (AUGUST 31 AND SEPTEMBER 7, 1944)
BETWEEN CANADA AND THE UNITED STATES OF AMERICA
EXTENDING THE AGREEMENT FOR THE TEMPORARY RAISING
OF THE LEVEL OF LAKE ST. FRANCIS OF NOVEMBER 10, 1941***

I

*The Canadian Chargé d'Affaires at Washington
to the Secretary of State of the United States of America*

CANADIAN EMBASSY

WASHINGTON, August 31, 1944.

No. 309

SIR,

I have the honour, on the instructions of my Government, to refer to the exchange of notes of November 10th, 1941, whereby the Government of the United States of America agreed to a temporary raising of the levels of Lake St. Francis during low water periods for the reasons and subject to the conditions and limitations set forth in the notes. By an exchange of notes of October 5th and 9th, 1943, the arrangements made on November 10th, 1941, were continued until October 1st, 1944.**

The circumstances which led the Government of the United States to agree to the temporary raising of the levels of Lake St. Francis have continued, and in view of the importance to both Canada and the United States of America of the conservation of the power supply in this area, the Canadian Government proposes that the arrangements set forth in the exchange of notes should be continued for the duration of the emergency, subject to review prior to October 1st of each year. The arrangements as continued would, of course, be subject to all of the conditions and limitations as contained in the exchange of notes of November 10th, 1941.

Accept, Sir, the renewed assurance of my highest consideration.

L. B. PEARSON

* For the text of the Exchange of Notes of November 10, 1941, see *Canada Treaty Series*, 1941, No. 19.

** For the text of the Exchange of Notes of October 5 and 9, 1943, see *Canada Treaty Series*, 1943, No. 15.

II

*The Secretary of State of the United States of America
to the Canadian Chargé d'Affaires at Washington*

DEPARTMENT OF STATE

WASHINGTON, September 7, 1944.

SIR,

I have received your note No. 309 of August 31, 1944, concerning the arrangements effected through an exchange of notes on November 10, 1941, with respect to a temporary raising of the levels of Lake St. Francis during low water periods, and inform you that this Government is agreeable to your Government's proposal that these arrangements should be continued for the duration of the emergency, subject to review prior to October 1 of each year and subject, of course, to all of the conditions and limitations contained in the Notes exchange on November 10, 1941.

Accept, Sir, the renewed assurance of my high consideration.

For the Secretary of State:

A. A. BERLE, Jr.

CANADA. *External Affairs Dept.*

TREATY SERIES, 1944

No. 27

EXCHANGE OF NOTES

(August 31, 1944)

BETWEEN

CANADA

AND

THE UNION OF SOUTH AFRICA

AMENDING

THE TRADE AGREEMENT BETWEEN THE TWO
COUNTRIES SIGNED AT OTTAWA
ON AUGUST 20, 1932

—
In Force July 31, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1948

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TREATY SERIES, 1944

No. 27

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ON AUGUST 20, 1932

In Force July 31, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1948

SUMMARY

	PAGE
I. Note, dated August 31, 1944, from the Secretary for External Affairs of the Union of South Africa, to the High Commissioner for Canada in the Union of South Africa	3
II. Note, dated August 31, 1944, from the High Commissioner for Canada to the Secretary for External Affairs of the Union of South Africa	4

**EXCHANGE OF NOTES (31st AUGUST, 1944) BETWEEN CANADA AND
THE UNION OF SOUTH AFRICA AMENDING FOR THE PERIOD
30th AUGUST TO 31st DECEMBER, 1944, INCLUSIVE, THE TRADE
AGREEMENT CONCLUDED BETWEEN THE TWO COUNTRIES AT
OTTAWA ON 20th AUGUST, 1932.**

I

*The Secretary for External Affairs of the Union of South Africa to the High
Commissioner for Canada in the Union of South Africa*

DEPARTMENT OF EXTERNAL AFFAIRS

PRETORIA, 31st August, 1944.

SIR,

I have the honour to refer to your letter of the 17th July, 1944, wherein you advised me of the Canadian Government's desire that the preference of 35 cents per cubic foot on oranges, which is guaranteed to the Union by virtue of the Trade Agreement concluded between the Union and Canadian Governments at Ottawa on the 20th August, 1932, should be further suspended during the months of August to December, 1944, inclusive.

I now have the honour to inform you that the Union Government agree to the further suspension of this duty during the months of August to December, 1944, inclusive.

This note and your confirmatory reply thereto will be regarded as constituting an agreement between our two Governments in the matter, it being understood that this agreement shall lapse if not approved by resolution of both Houses of Parliament of the Union of South Africa in terms of Section 8 of the Customs Tariff Act No. 36 of 1925, as amended by Act No. 44 of 1935.

I have the honour to be, Sir, your obedient servant,

D. D. FORSYTH.

The High Commissioner for Canada to the Secretary for External Affairs

OFFICE OF THE HIGH COMMISSIONER FOR CANADA

PRETORIA, 31st August, 1944.

SIR,

I have the honour to acknowledge receipt of your Note of August 31st, reading as follows:—

“I have the honour to refer to your letter of the 17th July, 1944, wherein you advised me of the Canadian Government’s desire that the preference of 35 cents per cubic foot on oranges, which is guaranteed to the Union by virtue of the Trade Agreement concluded between the Union and the Canadian Governments at Ottawa on the 20th August, 1932, should be further suspended during the months of August to December, 1944, inclusive.

I now have the honour to inform you that the Union Government agree to the further suspension of this duty during the months of August to December, 1944, inclusive.

This note and your confirmatory reply thereto will be regarded as constituting an agreement between our two Governments in the matter, it being understood that this agreement shall lapse if not approved by resolution of both Houses of Parliament of the Union of South Africa in terms of Section 8 of the Customs Tariff Act No. 36 of 1925, as amended by Act No. 44 of 1935.”

I am authorized by my Government to inform you that they accept the arrangement set out in your Note and agree that your Note and this reply shall constitute an agreement between the Government of Canada and the Government of the Union of South Africa, which shall enter into force with effect from July 31st, 1944, subject to the conditions mentioned and which may be subject to renewal by mutual accord.

I have the honour to be, Sir, your obedient servant,

C. J. BURCHELL.

(CANADA)

TREATY SERIES, 1944

No. 28

AGREEMENT

BETWEEN

CANADA, BELGIUM, GREECE, THE NETHER-
LANDS, NORWAY, POLAND, THE UNITED
KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND

AND

THE UNITED STATES OF AMERICA

ON

PRINCIPLES HAVING REFERENCE TO
THE CONTINUANCE OF CO-ORDINATED
CONTROL OF MERCHANT SHIPPING

Signed at London, August 5, 1944

In force, August 5, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1949

CANADA

TREATY SERIES, 1944

No. 28

AGREEMENT

BETWEEN

CANADA, BELGIUM, GREECE, THE NETHER-
LANDS, NORWAY, POLAND, THE UNITED
KINGDOM OF GREAT BRITAIN AND
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AND

THE UNITED STATES OF AMERICA

ON

PRINCIPLES HAVING REFERENCE TO
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Signed at London, August 5, 1944

In force, August 5, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY

1949

AGREEMENT BETWEEN CANADA, BELGIUM, GREECE, THE NETHERLANDS, NORWAY, POLAND, THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE UNITED STATES OF AMERICA ON PRINCIPLES HAVING REFERENCE TO THE CONTINUANCE OF CO-ORDINATED CONTROL OF MERCHANT SHIPPING

Signed at London, August 5, 1944

The undersigned representatives, duly authorized by their respective Governments, have agreed as follows:—

1. The contracting Governments declare that they accept as a common responsibility the provision of shipping for all military and other tasks necessary for, and arising out of, the completion of the war in Europe and the Far East and for the supplying of all the liberated areas as well as of the United Nations generally and territories under their authority.

2. The contracting Governments undertake to continue to maintain such powers of control over all ships which are registered in their territories or are otherwise under their authority as will enable them effectively to direct each ship's employment in accordance with the foregoing declaration. Subject to the provisions of paragraphs 3 and 9, this control shall continue to be exercised by each contracting Government through the mechanism of requisitioning for use or title.

3. The contracting Governments agree not to release from control any ships under their authority or permit them to be employed in any non-essential services or for any non-essential cargo unless the total overall tonnage is in excess of the total overall requirements, and then only in accordance with a mutually acceptable formula which shall not discriminate against the commercial shipping interests of any nation and shall extend to all contracting Governments an equitable opportunity for their respective tonnages to engage in commercial trades.

4. Neutral Governments having ships under their control in excess of the tonnage required to carry on their essential import requirements shall be invited to subscribe to obligations in respect of all their ships which shall ensure that their employment is in conformity with the general purposes of the United Nations.

5. The contracting Governments undertake to exercise control over the facilities for shipping available in their territories, by suitable measures on the lines of the United States and British Ship Warrant Schemes, and to take such other measures as may be necessary to secure that ships under all flags are used in conformity with the purposes of the United Nations. Other Governments acceding hereto shall give a similar undertaking.

6. Without prejudice to questions of disposition or title, the employment of such ships as may at any time be permitted to operate under enemy flag or authority shall be determined to serve the requirements of the United Nations.

7. (a) In order that the allocation of all ships under United Nations control may continue to be effectively determined to meet the requirements of the United Nations, a central authority shall be established, to come

into operation upon the general suspension of hostilities with Germany. The central authority shall be organized in accordance with the plan agreed in the Annex.

- (b) The central authority shall determine the employment of ships for the purpose of giving effect to the responsibilities assumed by each contracting Government in paragraph 1 to provide the tonnage required from time to time to meet current requirements for ships for the military and other purposes of the United Nations, and ships shall be allocated for those purposes by those Governments in accordance with the decisions of the central authority. So far as is consistent with the efficient overall use of shipping as determined by the central authority for those purposes, and with the provisions of paragraph 7 (c), each contracting Government may allocate ships under its own authority, wholly or partly to cover the essential import requirements of territories for which it has special shipping responsibilities.
- (c) In general, ships under the flag of one of the contracting Governments shall be under the control of the Government of that flag, or the Government to which they have been chartered.

In order to meet the special case of military requirements those ships which have been taken up, under agreements made by the United States Government and/or United Kingdom Government with the other Governments having authority for those ships, for use as troopships, hospital ships, and for other purposes in the service of the armed forces, shall remain on charter as at present to the War Shipping Administration and/or the Ministry of War Transport as the case may be, under arrangements to be agreed between the Governments severally concerned. (Any further ships required for such purposes shall be dealt with in a like manner.)

The fact that these ships are assigned to military requirements shall not prejudice the right of the Governments concerned to discuss with the central authority the measures to be taken to provide shipping for their essential requirements within the scope of paragraph 1.

- (d) The contracting Governments shall supply to one another, through the central authority, all information necessary to the effective working of the arrangements, e.g., regarding programmes, employment of tonnage, and projected programmes, subject to the requirement of military secrecy.
- (e) The central authority shall also initiate the action to be taken to give effect to paragraph 5 and shall direct action under paragraph 6.
- (f) The terms of remuneration to be paid by the users (Government or private) of ships shall be determined by the central authority on a fair and reasonable basis in such manner as to give effect to the following two basic principles:
 - (i) Ships of all flags performing the same or similar services should charge the same freights.
 - (ii) Ships must be employed as required without regard to financial considerations.

8. The principles herein agreed shall apply to all types of merchant ships, irrespective of size, including passenger ships, tankers and whale factories when not used for whaling (but paragraph 7 (b) will not be applicable to ships engaged in coastal trades and short trades between nearby countries, the arrangements for control of which shall be appropriate to meet the requirements prevailing in each particular area).

The principles shall also be applied to the extent necessary, through suitable machinery, to fishing vessels, whale catchers, and other similar craft in those areas where special measures in respect of such craft are agreed to be necessary. A special authority shall be set up capable of apportioning between naval and commercial services such craft as are available in those areas.

9. The foregoing principles shall take effect on the coming into operation of the central authority, and shall remain in effect for a period not extending beyond six months after the general suspension of hostilities in Europe or the Far East, whichever may be the later, unless it is unanimously agreed among the Governments represented on the duly authorized body of the central authority that any or all of the agreed principles may be terminated or modified earlier.

Done in London on the 5th day of August, 1944.

For the Government of Belgium:

A. BALTHAZAR.

For the Government of Canada:

VINCENT MASSEY.

A. L. MacCALLUM.

For the Government of the Netherlands:

J. M. de BOOY.

For the Government of Norway:

ARNE SUNDE.

For the Government of the Republic of Poland:

J. KWAPINSKI.

*For the Government of the United Kingdom
of Great Britain and Northern Ireland:*

LEATHERS.

*For the Government of the United States of
America:*

PHILIP D. REED.

HUNTINGTON T. MORSE.

WALTER A. RADIUS.

JOHN M. ALLISON.

ANNEX

ORGANISATION OF THE CENTRAL AUTHORITY

1. The Central authority shall consist of—

(a) A Council (United Maritime Council).

(b) An Executive Board (United Maritime Executive Board).

(a) *The United Maritime Council*

2. Each contracting Government shall be represented on the Council. Membership of the Council shall also be open to all other Governments, whether of the United Nations or of neutral countries, which desire to accede and are prepared to accept the obligations of contracting Governments.

3. The Council shall meet when deemed necessary and at least twice a year at such places as may be convenient. Meetings shall be arranged by the Executive Board. The Council shall elect its own Chairman and determine its own procedure. The meetings of the Council are intended to provide the opportunity for informing the contracting Governments as to the overall shipping situation and to make possible the interchange of views between the contracting Governments on general questions of policy arising out of the working of the Executive Board.

(b) *The United Maritime Executive Board*

4. The Executive Board shall be established with Branches in Washington and London under War Shipping Administration and Ministry of War Transport chairmanship respectively.

5. The Executive Board shall exercise through its Branches the executive functions of the central authority. Appropriate machinery under the two Branches shall be established for the purpose of enabling them to discharge the functions described in paragraph 7 of the Agreement on Principles. Machinery to carry out the arrangements under paragraph 8 of that Agreement as regards ships engaged in coasting and short sea trades, and as regards small craft shall be set up under the Executive Board.

6. The division of day-to-day responsibility between the two Branches of the Executive Board shall be established as convenient from time to time. So that the two Branches of the Executive Board may work in unison, meetings of the Executive Board as a whole shall be arranged at the instance of the two chairmen, as often as may be necessary, and at such place as may be convenient from time to time.

7. The membership of the Executive Board shall be restricted in numbers. By reason of their large experience in shipping normally engaged in international trade, and their large contribution of ships for the common purpose, the following Governments shall be represented on the Executive Board:—

Government of the United Kingdom of Great Britain and Northern Ireland;

Government of the United States of America;

Government of the Netherlands;

Government of Norway.

It shall be open to the members of the Executive Board to recommend to contracting Governments additions to the membership of the Executive Board as circumstances may require in order to promote the effective working of the central authority.

8. Each contracting Government not represented on the Executive Board shall be represented by an associate member who shall be consulted by, and entitled to attend meetings of, the Executive Board or its Branches on matters affecting ships under the authority of that Government, or on matters affecting the supply of ships for the territories under the authority of that Government.

9. The Executive Board and its Branches shall proceed by agreement among the members. There shall be no voting.

10. The decisions of the Executive Board affecting the ships under the authority of any contracting Government shall be reached with the consent of that Government, acting through its representative on the Executive Board or through its associate member, as the case may be.

11. The Executive Board shall be the duly authorized body for the purpose of paragraph 9 of the Agreement on Principles, but it is understood that no decision reached under that paragraph by the Governments represented on the Executive Board shall impose any new or greater obligation on any other contracting Government without its express consent.

12. A Planning Committee shall be set up to begin work in London as soon as possible after the signature of the Agreement on Principles for the purpose of working out on a basis satisfactory to the contracting Governments the details of the machinery required to enable the Executive Board to discharge its functions, including the functions under paragraph 7 (f). Any contracting Government may be represented on the Planning Committee.

13. The Executive Board shall have the full use of the machinery and procedure of the War Shipping Administration and Ministry of War Transport in order to avoid duplication.

14. The contracting Governments shall nominate their representatives on the Planning Committee to the Governments of the United States and the United Kingdom, as soon as practicable. They shall also so nominate their representatives as members or as associate members of the Executive Board as the case may be. The Governments of the United States and the United Kingdom shall be responsible, in consultation with the other contracting Governments concerned, for determining the date of coming into operation of the central authority in accordance with paragraph 7 (a) of the Agreement on Principles.

(CANADA)

TREATY SERIES, 1944

No. 29

PROTOCOL

BETWEEN

CANADA, THE UNITED KINGDOM

AND

THE UNION OF SOVIET SOCIALIST REPUBLICS

PROVIDING FOR THE PAYMENT
OF A COMPENSATION TO CANADA
FOR NICKEL MINES AT PETSAMO

Signed at Moscow, October 8, 1944

In Force October 8, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1949

CANADA

TREATY SERIES, 1944

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Signed at Moscow, October 8, 1944

In Force October 8, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY

1949

**PROTOCOL BETWEEN CANADA, THE UNITED KINGDOM AND THE
UNION OF SOVIET SOCIALIST REPUBLICS TO THE ARMISTICE
AGREEMENT BETWEEN THE UNION OF SOVIET SOCIALIST
REPUBLICS AND THE UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND ON THE ONE HAND AND FINLAND
ON THE OTHER, DATED SEPTEMBER 19, 1944**

On the occasion of the signing of the Armistice Agreement with the Government of Finland, the Government of Canada, the Government of the Union of Soviet Socialist Republics and the Government of the United Kingdom of Great Britain and Northern Ireland are agreed that:—

In connection with the return by Finland to the Soviet Union of the former Soviet territory of the oblast of Petsamo (Pechenga) and the consequent transfer to ownership of the Soviet Union of nickel mines (including all property and installations appertaining thereto) operated in the said territory for the benefit of the Mond Nickel Company and the International Nickel Company of Canada, the Soviet Government will pay to the Government of Canada during the course of six years from the date of the signing of the present Protocol, in equal instalments, the sum of 20 million United States dollars as full and final compensation of the above mentioned companies. For the purpose of this payment United States dollars will be reckoned at the value of 35 dollars to one ounce of gold.

Done in Moscow on the 8 of October, 1944, in three copies, each in the English and Russian languages. both the English and Russian texts being authentic.

<i>For</i>	<i>For</i>	<i>For</i>
<i>the Government</i>	<i>the Government of the</i>	<i>the Government of the</i>
<i>of Canada:</i>	<i>Union of Soviet Socialist</i>	<i>United Kingdom:</i>
	<i>Republics:</i>	
L. D. WILGRESS.	V. DEKANOZOV.	ARCHIBALD CLARK KERR.
(Seal)	(Seal)	(Seal)

П Р О Т О К О Л

К СОГЛАШЕНИЮ О ПЕРЕМИРИИ МЕЖДУ СОЮЗОМ СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК И СОЕДИНЕННЫМ КОРОЛЕВСТВОМ ВЕЛИКОБРИТАНИИ И СЕВЕРНОЙ ИРЛАНДИИ, С ОДНОЙ СТОРОНЫ, и ФИНЛЯНДИЕЙ, С ДРУГОЙ, от 19 СЕНТЯБРЯ 1944 года.

При подписании Соглашения о перемирии с Правительством Финляндии Правительства Канады, Союза ССР и Соединенного Королевства Великобритании и Северной Ирландии условились о том, что:

В связи с возвращением Финляндией Советскому Союзу ранее принадлежавшей ему области Петсамо /Печенга/ и переходом вследствие этого в собственность Советского Союза никелевых рудников /включая все имущество и оборудование им принадлежащее/, эксплуатировавшихся на этой территории в пользу Общества "Монд Никель" и Международной Никелевой Компании Канады, Советское Правительство будет выплачивать Правительству Канады в течение шести лет со дня подписания настоящего Протокола равными долями в полное и окончательное возмещение вышеуказанных компаний сумму в двадцать миллионов американских долларов. В связи с указанной уплатой американские доллары будут рассчитаны по курсу 35 долларов за одну унцию золота.

Составлен в Москве, " 8 " октября 1944 г. в трех экземплярах, каждый на английском и русском языках, причем английский и русский тексты являются аутентичными.

По Уполномочию
Правительства Канады

По уполномочию
Правительства СССР

По уполномочию
Правительства Соеди-
ненного Королевства

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Canada, External Affairs, 2011.9

CANADA

TREATY SERIES, 1944

No. 30

MEMORANDUM OF AGREEMENT

BETWEEN

CANADA AND NEWFOUNDLAND

RELATING TO

THE ESTABLISHMENT OF AN AIR BASE
AT GOOSE BAY, LABRADOR

Signed at St. John's, Newfoundland, October 10, 1944

In force October 10, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1947

Price, 25 cents

CANADA

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Signed at St. John's, Newfoundland, October 10, 1944

In force October 10, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1947

MEMORANDUM OF AGREEMENT BETWEEN CANADA AND NEWFOUNDLAND

Signed at Saint John's, Newfoundland, October 10, 1944

MEMORANDUM OF AGREEMENT

Made this tenth day of October, Anno Domini one thousand nine hundred and forty-four BETWEEN The Government of Canada represented herein by the High Commissioner for Canada in Newfoundland of the first part AND The Government of Newfoundland represented herein by the Commissioner for Public Utilities and Supply of the second part.

WHEREAS the development of a strategic air base for the defence of Canada, Newfoundland and Labrador, within the general scheme of hemisphere defence and as a basis of operations in the Atlantic area, is considered by the Governments of Canada and Newfoundland to be of the utmost importance:

Therefore the undersigned, duly authorized to that effect, have agreed as follows:—

1. (1) The Government of Newfoundland will lease to His Majesty the King in right of Canada ALL THAT certain piece or parcel of land situated at Goose Bay in Labrador described as follows: Beginning at a concrete post marked "A" at the most northerly point of Terrington Basin at ordinary high watermark, the said point being North Latitude 53 degrees 22 minutes 24.6 seconds and West Longitude 60 degrees 24 minutes 21.5 seconds; thence North astronomically 305 chains; thence West astronomically 640 chains; thence South astronomically 920 chains more or less to the northern shore of the Hamilton River at ordinary high water mark; thence easterly along the northern shore of the Hamilton River at ordinary high water mark to Goose Bay; thence northerly and westerly along the shore of Goose Bay at ordinary high water mark to Terrington Basin; thence westerly and northerly along the shore of Terrington Basin at ordinary high water mark to the point of beginning; containing 120 square miles more or less; hereinafter referred to as the Air Base; reserving nevertheless from the Air Base all mines and minerals; TO HOLD the same unto His Majesty the King in right of Canada for a period of ninety-nine years from the first day of September Anno Domini one thousand nine hundred and forty-one for the purpose of the construction, operation and maintenance of an air base thereon for operations by land or water for the purposes set forth in the recital hereto.

(2) Such lease shall be authorized or ratified in such manner as may be agreed upon by the Governments of Canada and Newfoundland.

2. During the period of the lease the Government of Canada shall have the right to construct, maintain, operate, manage and control an air base at the Air Base and without restricting the generality of the foregoing shall have as incidental thereto the following rights, namely:

- (a) to build and maintain a roadway approximately 22 miles in length from the Air Base to Northwest River and such other roads outside the Air Base as may be agreed with the Government of Newfoundland from time to time. All roads built hereunder outside the Air Base shall become public highways. Where the Air Base separates two roads or two parts of the same road, passage through the Air Base will be permitted, subject to such reasonable limitations as are necessary for the protection of the Air Base and its operations;
- (b) to take from the neighbouring streams and rivers such water as may be necessary for the purposes of the Air Base;

- (c) to develop, construct and operate power plants for use of the Air Base and for such purposes to use such water storage and power sites as may be agreed and upon such conditions as may be imposed by the Government of Newfoundland;
- (d) to construct radio stations and transmission lines and operate communications by radio, telephone and telegraph for the purposes of the Air Base, subject to agreement with the Secretary for Posts and Telegraphs of the Government of Newfoundland as to frequencies and power output in the case of radio communications;
- (e) to construct docks, wharves, slipways, piers and anchorages for ships and aircraft at such places as may from time to time be agreed with the Government of Newfoundland.

3. For the duration of the war and for such time thereafter as the Governments agree to be necessary or advisable in the interests of common defence:

- (a) the management and control of the Air Base shall be under the direction of the Royal Canadian Air Force, wireless and meteorological services being supplied by the Department of Transport of the Government of Canada;
- (b) use of the Air Base will be made available to United Kingdom military aircraft and to aircraft of the United States Navy and Army Air Forces. The Government of Canada may permit the Governments of the United Kingdom and the United States to erect buildings at the Air Base for the accommodation of aircraft and military personnel, and may permit such Governments to station Naval and Air Force military personnel at the Air Base;
- (c) the use of the Air Base by civil aircraft shall be permitted insofar as such use is a necessary part of the war effort, and the Air Base shall be available for such other civilian use as may be mutually agreed upon;
- (d) in addition to any arrangements for the co-ordination of the wireless and meteorological services with other operating air bases and stations, such services at the Air Base may be co-ordinated with those operated by the Government of the United States in Canadian territory adjacent to Labrador and by the Royal Air Force.

4. The Government of Canada may from time to time erect within the Air Base such works, buildings and fortifications as it may deem to be necessary for the maintenance of the Air Base as an operational air base and for its defence, and may station at the Air Base such military personnel as may be required for the defence thereof.

5. Civil and military aircraft owned by the Government of Newfoundland shall have the right to use the Air Base on terms not less favourable than those of the Government of Canada.

6. The right of the United Kingdom to use the Air Base for military aircraft shall be the subject of consultation and agreement between the Governments of Canada, the United Kingdom and Newfoundland after the war, and, in the meantime, the rights of the United Kingdom under Article 3 of this Agreement shall continue unimpaired.

7. The Government of Canada will employ Newfoundland labour as far as practicable at the Air Base.

8. Duly authorized officers of the Government of Newfoundland shall have access at all reasonable times to the Air Base in the course of the carrying out of their duties.

9. The Government of Canada shall transfer free of cost to the Government of Newfoundland any land within the Air Base reasonably required by the Government of Newfoundland for the erection of buildings for the accommodation of its officials or for any other Government purposes.

10. In order to avoid doubt it is hereby declared that the laws of Newfoundland shall be applicable throughout the Air Base and to all persons therein or thereon.

11. The development of the Air Base being primarily for defence, the air base and its facilities shall not during the war be used for civil or for commercial operations, except as provided in clause (c) of Article 3 hereof. The question of its or their use for civil and commercial operations after the war, and all matters incidental thereto, will form the subject of discussion between the Governments of Canada, the United Kingdom and Newfoundland, and this discussion will take place not later than twelve months after the war.

12. The Government of Canada agrees that it will not, without the consent of the Government of Newfoundland, transfer to any third party in whole or in part the rights, powers and authority herein granted to the Government of Canada.

Signed at St. John's, Newfoundland, in duplicate, this tenth day of October, A.D. 1944.

On behalf of the Government of Canada:

J. S. MACDONALD.

On behalf of the Government of Newfoundland:

W. W. WOODS.

(CANADA)

TREATY SERIES, 1944

No. 31

AGREEMENT

BETWEEN

CANADA AND INDIA

ON THE PRINCIPLES APPLYING TO THE
PROVISION BY CANADA OF CANADIAN
WAR SUPPLIES TO INDIA UNDER THE
WAR APPROPRIATION (UNITED
NATIONS MUTUAL AID) ACTS
OF CANADA, 1943 AND 1944

Signed at Ottawa, November 17, 1944

In Force November 17, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1949



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**AGREEMENT BETWEEN THE GOVERNMENTS OF CANADA AND INDIA
ON THE PRINCIPLES APPLYING TO THE PROVISION BY
CANADA OF CANADIAN WAR SUPPLIES TO INDIA UNDER THE
WAR APPROPRIATION (UNITED NATIONS MUTUAL AID)
ACTS OF CANADA, 1943 AND 1944**

Signed at Ottawa, November 17, 1944

Whereas Canada and India are associated in the present war, and

Whereas it is desirable that war supplies should be distributed among the United Nations in accordance with strategic needs of the war and in such manner as to contribute most effectively to the winning of the war and the establishment of peace, and

Whereas it is expedient that the conditions upon which such war supplies are made available by one United Nation to another should not be such as to burden post-war commerce, or lead to the imposition of trade restrictions or otherwise prejudice a just and enduring peace, and

Whereas the Governments of Canada and India are mutually desirous of concluding an agreement in regard to the conditions upon which Canadian war supplies will be made available to India,

The Undersigned, being duly authorized by their respective Governments for the purpose, have agreed as follows:—

ARTICLE I

The Government of Canada will make available under the War Appropriation (United Nations Mutual Aid) Acts of Canada, 1943 and 1944, to the Government of India such war supplies as the Government of Canada shall authorize from time to time to be provided.

ARTICLE II

The Government of India will continue to contribute to the defence of Canada and the strengthening thereof and will provide such articles, services, facilities or information as it may be in a position to supply and as may from time to time be determined by common agreement in the light of the development of the war.

ARTICLE III

The Government of India will, in support of any applications to the Government of Canada for the provision of war supplies under this agreement, furnish the Government of Canada with such relevant information as the Government of Canada may require for the purpose of deciding upon the applications and for executing the purposes of this agreement.

ARTICLE IV

The Government of India agrees to use any war supplies delivered to it under this agreement in the joint and effective prosecution of the war.

ARTICLE V

The Government of India will not without the consent of the Government of Canada sell to any other Government or to persons in other countries war supplies delivered to it under this agreement.

ARTICLE VI

The Government of Canada will not require the Government of India to re-deliver to the Government of Canada any war supplies delivered under this agreement except as specifically provided in Articles VII and VIII and subject to any special agreement which may be concluded in the circumstances contemplated in Article IX.

ARTICLE VII

Title to any cargo ships delivered under this agreement will remain with the Government of Canada and the ships shall be chartered to the Government of India on terms providing for their re-delivery.

ARTICLE VIII

Upon the cessation of hostilities in any major theatre of war, any war supplies which have been transferred to the Government of India under this agreement and are still in Canada or in ocean transit shall revert to Canadian ownership, except those supplies destined for a theatre of war in which hostilities have not ceased or supplies made available for relief purposes or such other supplies as the Government of Canada may specify.

ARTICLE IX

The Government of Canada reserves the right to request:

(a) the delivery, after the cessation of hostilities in any theatre of war, for relief and rehabilitation purposes, to another United Nation or to an international organization, of automotive equipment supplied under this agreement;

(b) the transfer to Canadian forces serving outside Canada after the cessation of hostilities of vehicles, aircraft, ordnance or military equipment supplied under this agreement to the Government of India if such war supplies are required for the use of such Canadian forces and are not required by the Government of India for military operations; and

(c) the return to Canada after the war, if required in Canada for Canadian purposes, of aircraft and automotive equipment supplied under this agreement which may still be serviceable, due regard being had to the degree of wastage likely to have been suffered by these articles, provided that when the identity of such Canadian equipment has been lost as a result of pooling arrangements or for other reasons, the Government of India may substitute equipment of a similar type.

The Government of India agrees to use its best endeavours to meet any such requests on such reasonable terms and conditions as shall be settled in consultation with the Government of Canada.

ARTICLE X

The Governments of Canada and India re-affirm their desire to promote mutually advantageous economic relations between their countries and throughout the world. They declare that their guiding purposes include the adoption of

measures designed to promote employment, the production and consumption of goods, and the expansion of commerce through appropriate international agreements on commercial policy, with the object of contributing to the attainment of all the economic objectives set forth in the Declaration of August 14th, 1941, known as the Atlantic Charter.

ARTICLE XI

This agreement will take effect as from this day's date. It shall apply to war supplies furnished to the Government of India by the Government of Canada under the authority of the War Appropriation (United Nations Mutual Aid) Acts of Canada, 1943 and 1944, or substituted Act, including supplies furnished under the said Acts before the conclusion of this agreement. It shall continue in force until a date to be agreed upon by the two Governments.

Dated at Ottawa, this seventeenth day of November, nineteen hundred and forty-four.

*Signed for and on behalf of
the Government of Canada:*

W. L. MACKENZIE KING,
C. D. HOWE.

*Signed for and on behalf of
the Government of India:*

G. S. BAJPAI,
AGENT GENERAL FOR INDIA IN
THE UNITED STATES OF AMERICA

(Seal)

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Canada External Affairs Dept

(CANADA)

TREATY SERIES, 1944

No. 32

INTERNATIONAL SANITARY CONVENTION

MODIFYING

THE SANITARY CONVENTION

SIGNED AT PARIS ON JUNE 21, 1926

Open for Signature at Washington, December 15, 1944

Signed by Canada January 15, 1945

Canadian Ratification deposited November 20, 1945

RECUEIL DES TRAITÉS 1944

No 32

CONVENTION SANITAIRE INTERNATIONALE

PORTANT MODIFICATION

DE LA CONVENTION SANITAIRE

SIGNÉE À PARIS LE 21 JUIN 1926

Ouverte à la Signature à Washington le 15 décembre 1944

Signée pour le Canada le 15 janvier 1945

Ratification canadienne déposée le 20 novembre 1945

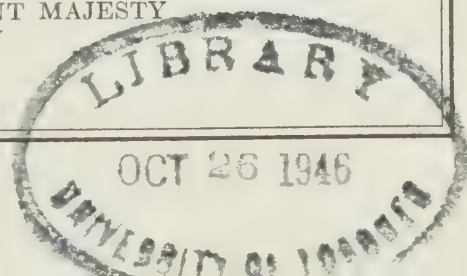


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1946

Price: 25 cents



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SUMMARY

	PAGE
Text of the Convention.....	4
Preamble.....	4
Articles—	
I References to the International Office of Public Health.....	4
II Preliminary Provisions.....	6
III Preliminary Provisions.....	6
IV Article 1 of the 1926 Convention.....	6
V Article 3 of the 1926 Convention.....	6
VI Article 5 of the 1926 Convention.....	6
VII Article 13 of the 1926 Convention.....	8
VIII Article 15 of the 1926 Convention.....	8
IX Footnote to Article 25.....	8
X Articles 35 (a), 36 (4), and 47 of the 1926 Convention.....	10
XI Article 40 of the 1926 Convention.....	10
XII Article 41 of the 1926 Convention.....	10
XIII Article 42 of the 1926 Convention.....	10
XIV Article 43 of the 1926 Convention.....	12
XV Article 49 of the 1926 Convention.....	12
XVI Article 57 of the 1926 Convention.....	12
XVII Article 58 of the 1926 Convention.....	12
XVIII Article 63 of the 1926 Convention.....	14
XIX Article 65 of the 1926 Convention.....	14
XX Article 66 of the 1926 Convention.....	14
XXI Date of coming into force.....	14
XXII The 1926 Convention and the present Convention making one.....	14
XXIII Accessions.....	14
XXIV Application to colonies and other dependencies.....	14
XXV Notice of signatures, accessions and reservations.....	16
XXVI Duration.....	16
XXVII Signature, certified copies, depository.....	16
Names of signatories.....	16
Forms attached—	
Maritime Declaration of Health.....	20
International Certificate of Inoculation against Cholera.....	24
International Certificate of Inoculation against Yellow Fever.....	26
International Certificate of Immunity against Yellow Fever.....	28
International Certificate of Inoculation against Typhus Fever.....	30
International Certificate of Vaccination against Smallpox.....	32

SOMMAIRE

	PAGE
Texte de la Convention.....	5
Préambule.....	5
Articles—	
I Références à l'Office international d'Hygiène publique.....	5
II Dispositions préliminaires.....	7
III Dispositions préliminaires.....	7
IV Article 1er de la Convention de 1926.....	7
V Article 3 de la Convention de 1926.....	7
VI Article 5 de la Convention de 1926.....	7
VII Article 13 de la Convention de 1926.....	9
VIII Article 15 de la Convention de 1926.....	9
IX Note à l'Article 25.....	9
X Articles 35 (a), 36 (4) et 47 de la Convention de 1926.....	11
XI Article 40 de la Convention de 1926.....	11
XII Article 41 de la Convention de 1926.....	11
XIII Article 42 de la Convention de 1926.....	11
XIV Article 43 de la Convention de 1926.....	13
XV Article 49 de la Convention de 1926.....	13
XVI Article 57 de la Convention de 1926.....	13
XVII Article 58 de la Convention de 1926.....	13
XVIII Article 63 de la Convention de 1926.....	15
XIX Article 65 de la Convention de 1926.....	15
XX Article 66 de la Convention de 1926.....	15
XXI Date de l'entrée en vigueur.....	15
XXII La présente Convention forme un tout avec la Convention de 1926.....	15
XXIII Adhésions.....	15
XXIV Application aux colonies et autres dépendances.....	15
XXV Notifications des signatures et des adhésions.....	17
XXVI Durée.....	17
XXVII Signatures, copies certifiées conformes, dépositaire.....	17
Signataires.....	16
Formules accompagnant la Convention—	
Déclaration Maritime de Santé.....	21
Certificat International de Vaccination contre le Choléra	25
Certificat International de Vaccination contre la Fièvre Jaune.....	27
Certificat International d'Immunité contre la Fièvre Jaune.....	20
Certificat International de Vaccination contre le Typhus.....	31
Certificat International de Vaccination contre la Variole.....	33

INTERNATIONAL SANITARY CONVENTION, 1944, MODIFYING THE INTERNATIONAL SANITARY CONVENTION OF JUNE 21, 1926.

The Governments signatory hereto,

Considering that the International Office of Public Health created by the Agreement signed at Rome on December 9, 1907,¹ is unable for the time being to carry out effectively all of the duties and functions assigned to it in the Annex to that Agreement; in the International Sanitary Convention, 1926;² in the International Sanitary Convention for Aerial Navigation, 1933;³ and in other Conventions or Agreements relating to the public health;

Having entrusted the tasks of solving this temporary problem by the preparation of emergency agreements and arrangements for the notification of epidemic diseases and for uniformity in quarantine regulations to the United Nations Relief and Rehabilitation Administration (hereinafter referred to as UNRRA), in accordance with Resolution No. 8 (2) adopted by the Council of UNRRA at its First Session, without prejudice however to the status of the International Office of Public Health which it is hoped will be able at the expiry of the present Convention to resume the above-mentioned duties and functions; and having received the recommendations of UNRRA in this connection;

Having agreed that, in regard to the American Republics, the Pan American Sanitary Bureau shall continue to act as the General Co-ordination Sanitary Agency, including the general collection and distribution of sanitary information to and from the said Republics, as specified in the Pan American Sanitary Code and recognized heretofore by the International Office of Public Health;

Desiring also to modify as between themselves the provisions of the International Sanitary Convention signed in Paris on June 21, 1926, as modified by the Sanitary Convention signed in Paris in 1938, insofar as the provisions of the Convention of 1938 may be in force between the respective Governments (hereinafter referred to as *the 1926 Convention*), in the light of the present-day conditions which call for special measures to prevent the spread by land and sea across frontiers of epidemic or other communicable diseases;

Have decided to conclude a Convention for these purposes, have agreed that, whereas the authentic text of the 1926 Convention is in the French language, the present Convention shall be in French as well as in English, both texts being equally authentic, and have accordingly appointed the undersigned Plenipotentiaries who, having communicated their full powers, found in good and due form, have agreed that the 1926 Convention shall be amended as follows:

ARTICLE I

All references in the 1926 Convention to the International Office of Public Health shall be read as references to UNRRA.

¹ Treaties and Agreements affecting Canada in Force between His Majesty and the United States of America, with Subsidiary Documents 1814-1925. Ottawa, King's Printer, 1927, p. 292.

² Canada Treaty Series 1928, No. 2.

³ League of Nations Treaty Series, vol. CLXI, p. 65.

CONVENTION SANITAIRE INTERNATIONALE 1944 PORTANT MODIFICATION DE LA CONVENTION SANITAIRE INTERNATIONALE DU 21 JUIN 1926.

Les gouvernements signataires,

Considérant que l'Office international d'Hygiène publique, créé par l'Accord signé à Rome le 9 décembre 1907,¹ ne peut, pour le moment, remplir effectivement toutes les tâches et fonctions qui lui ont été assignées par l'Annexe de cet Accord, par la Convention sanitaire internationale de 1926,² par la Convention sanitaire internationale pour la navigation aérienne de 1933³ et par d'autres Conventions ou Accords ayant rapport à l'hygiène publique;

Ayant, conformément à la résolution N° 8 (2) adoptée lors de sa première session par le Conseil de l'Administration des Nations Unies de Secours et de Restauration (dénommée ci-après UNRRA), confié à l'UNRRA la tâche de résoudre ce problème en élaborant, à titre de mesures d'urgence, des accords et arrangements pour la notification des maladies épidémiques ainsi que pour l'uniformisation des mesures de quarantaine, sans porter atteinte au statut de l'Office international d'Hygiène publique qui, il est permis de l'espérer, pourra, à l'expiration de la présente convention, reprendre les tâches et fonctions mentionnées ci-dessus; et ayant reçu les recommandations de l'UNRRA à ce sujet;

Ayant convenu que, à l'égard des Républiques américaines, le Bureau sanitaire panaméricain jouera, comme par le passé, le rôle d'organe général de coordination en matière sanitaire, notamment pour la réunion et la distribution générales d'informations sanitaires qui proviennent desdites Républiques ou leur sont destinées, ainsi qu'il est spécifié dans le Code sanitaire panaméricain et comme cela a été accepté jusqu'ici par l'Office international d'Hygiène publique;

Désirant aussi modifier, en ce qui les concerne, les dispositions de la Convention sanitaire internationale signée à Paris le 21 juin 1926—telle qu'elle a été modifiée par la Convention sanitaire signée à Paris en 1938 et pour autant que les dispositions de la Convention de 1938 restent en vigueur entre les gouvernements intéressés (dénommés ci-après *la Convention de 1926*)—pour tenir compte des conditions actuelles qui nécessitent des mesures spéciales pour empêcher la propagation des maladies épidémiques ou autres maladies contagieuses par terre ou par mer à travers les frontières;

Ont décidé de conclure une Convention à cette fin, sont convenus que, alors que le texte authentique de la Convention de 1926 est rédigé en langue française, la présente Convention sera rédigée en anglais et en français, les deux textes faisant également foi, et ont en conséquence désigné les plénipotentiaires sous-signés qui, s'étant communiqué leurs pleins pouvoirs, trouvés en bonne et due forme, sont convenus que la Convention sanitaire internationale de 1926 sera modifiée ainsi qu'il suit.

ARTICLE I

Toute référence à l'Office international d'Hygiène publique contenue dans la Convention de 1926 sera considérée comme une référence à l'UNRRA.

¹ Voir "Treaties and Agreements affecting Canada in Force between His Majesty and the United States of America, with Subsidiary Documents 1814-1925". Ottawa, King's Printer, 1927, p. 292.

² Voir Recueil des Traités 1928, N° 2.

³ Voir Recueil des Traités de la Société des Nations, vol. CLXI, p. 65.

ARTICLE II

The second paragraph of Preliminary Provisions (2) shall be deleted and the following substituted:

The word *surveillance* means that persons are not isolated, that they may move about freely, but that the sanitary authorities of the place or places to which they are proceeding are notified of their coming. They may be subjected in the places of arrival to a medical examination and such inquiries as are necessary with a view to ascertaining their state of health; and, in any territory where the competent Contracting Party thinks fit, surveillance may include requirement to report on arrival and afterwards at such intervals during continuance of surveillance as may be specified, to the Health Office of the city, town, district, or place to which they proceed.

ARTICLE III

The following definitions shall be added to the *Preliminary Provisions*:

(5) The term *typhus*, *typhus fever*, or *exanthematous typhus* in the 1926 Convention and in the present Convention shall be deemed to relate only to epidemic louse-borne typhus.

(6) The term *Stegomyia*, *Stegomyia (Aedes aegypti)*, or *Stegomyia calopus (Aedes aegypti)* shall be deemed to include *Aedes aegypti* and any potential mosquito vectors of yellow fever.

ARTICLE IV

To Article 1 the following shall be added:

Every Contracting Party shall, in addition to the diseases specifically mentioned in this Article, to wit, plague, cholera, yellow fever, typhus, and smallpox, notify to UNRRA outbreaks of such other communicable diseases as, in the opinion of that Party or in the opinion of UNRRA, constitute a menace to other countries by their spread or potential spread across frontiers, and shall keep UNRRA regularly informed of the course of the disease and the measures taken to prevent its spread. The provisions of the 1926 Convention as amended or supplemented by the present Convention shall, unless clearly inapplicable, apply to the above-mentioned other communicable diseases.

ARTICLE V

In Article 3 the word "Paris" in the second paragraph shall be deleted and the words "London or Washington" shall be substituted.

To Article 3 the following shall be added:

In order to facilitate the prompt and scrupulous fulfilment of the foregoing provisions, the Contracting Parties shall ensure priority for all communications which may enable UNRRA rapidly to appraise the situation concerning the outbreak of a disease and to inform governments in order that they may take appropriate measures against the spread of the disease across their frontiers.

ARTICLE VI

After Article 5 the following shall be inserted:

Article 5A. In addition to carrying out the system of notification and intelligence prescribed in Part I, Chapter I of the 1926 Convention, which remains in full force, the Parties to the present Convention shall transmit promptly to UNRRA the notifications and other information prescribed in Part I of the 1926 Convention.

ARTICLE II

Au deuxième paragraphe des dispositions préliminaires (2), substituer ce qui suit:

Le mot *surveillance* signifie que les personnes ne sont pas isolées, qu'elles obtiennent tout de suite la libre pratique, mais que l'autorité sanitaire de la localité ou des localités où elles se rendent est prévenue de leur arrivée. Elles pourront être soumises au lieu d'arrivée à un examen médical, et l'on pourra leur poser les questions nécessaires à la constatation de leur état de santé. Dans tout territoire où la Partie Contractante compétente le juge nécessaire, la surveillance peut comprendre l'obligation de se présenter, lors de l'arrivée, et ensuite à intervalles fixes pendant la durée de la surveillance, devant l'Officier de santé de la ville, de la région ou de l'endroit où les intéressés se rendent.

ARTICLE III

Les définitions suivantes sont ajoutées aux *Dispositions préliminaires*:

5. Les termes *typhus*, *typhus fébrile* et *typhus exanthématique*, dans la Convention, seront considérés comme ne se rapportant qu'au typhus épidémique transmis par les poux.

6. Les termes *Stegomia*, *Stegomia* (*Aedes aegypti*) et *Stegomia calopus* (*Aedes aegypti*) seront considérés comme comprenant *Aedes aegypti* et tous autres moustiques susceptibles d'être des vecteurs de fièvre jaune.

ARTICLE IV

A l'Article I, ajouter ce qui suit:

Chaque Partie Contractante doit, en plus des maladies visées spécifiquement dans le présent Article, savoir: la peste, le choléra, la fièvre jaune, le typhus et la variole, aviser l'UNRRA de l'apparition de toutes autres maladies contagieuses qui, de l'avis de cette Partie ou de l'avis de l'UNRRA, constitue une menace pour d'autres pays, par leur propagation ou la possibilité de leur propagation à travers les frontières. Elle doit tenir l'UNRRA au courant du développement de la maladie et des mesures prises pour en empêcher l'extension. Les dispositions de la Convention de 1926, telles qu'elles ont été modifiées ou complétées par la présente Convention, s'appliquent aux susdites autres maladies contagieuses, à moins qu'elles ne soient nettement inapplicables.

ARTICLE V

Dans l'Article 3, paragraphe 2, le mot "Paris" est supprimé et les mots "Londres ou Washington" y sont substitués.

A l'Article 3 ajouter ce qui suit:

Afin de faciliter le prompt et scrupuleux accomplissement des dispositions précédentes, les Parties Contractantes accorderont priorité à toutes communications susceptibles de permettre à l'UNRRA de juger rapidement la situation résultant de l'apparition d'une de ces maladies et d'informer les gouvernements afin qu'ils puissent prendre les mesures nécessaires pour combattre la propagation de la maladie à travers leurs frontières.

ARTICLE VI

Après l'Article 5, insérer ce qui suit:

Article 5A. En outre, tout en appliquant le système de notification et d'information prescrit dans la Partie I, Chapitre I, de la Convention de 1926, qui reste pleinement en vigueur, les Parties à la présente Convention devront transmettre sans délai à l'UNRRA les notifications et autres renseignements prévus dans la Partie I de la Convention de 1926.

Article 5B (1). In addition to the formal notification required above, the Contracting Parties shall, so far as possible, send to the Health Organization of UNRRA at regular intervals notifications of communicable diseases notified in their countries.

(2) The Contracting Parties shall make the necessary arrangements with UNRRA for giving prompt information to all the governments concerned of the outbreak in their respective countries of a disease which, in the opinion of UNRRA, constitutes a menace to other countries and of the measures which are being taken to prevent the spread of the disease across frontiers.

ARTICLE VII

To Article 13 the following shall be added:

In a country where there exists a communicable disease, the subject of a formal notification under any international sanitary or quarantine convention for the time being in force, the Sanitary Authority in that country may prohibit the embarkation on board a ship on international voyage of persons suffering from the disease, and of persons in such relations to the sick as to render them liable to transmit the disease, unless the Medical Officer of the port of embarkation is satisfied that measures can be taken on board the ship to prevent the spread of the disease to the other persons on board. The Medical Officer of the port of embarkation, or other authorized officer of the sanitary authority, if he has reason to suspect any clothing, bedding, or other article of personal use which belongs to or is intended for use by persons embarking to be infected, may examine and require the disinfection of any such clothing, bedding, or other article of personal use before it is taken on board.

The measures enumerated in this Article shall be taken as far in advance of the sailing date of the ship as possible in order not unduly to delay the ship's departure.

Nothing in this Article shall affect the power of the Master of the ship to refuse to embark sick persons.

ARTICLE VIII

In Article 15 the following shall be inserted between the third and fourth paragraphs:

If on the call or arrival of any ship at a port there is on board a case of infectious disease duly verified by the port medical officer, not being a case of plague, cholera, yellow fever, typhus, or smallpox, the usual measures in force in the country in which the port is situated shall be applied subject always to the provisions of Article 54 of the 1926 Convention.

In carrying out measures for control of the spread of communicable disease across frontiers, particularly in regard to the movement of displaced populations conveyed by international maritime transport, the Contracting Parties will not delay any ship at any point of her voyage longer than is necessary for the medical examination of crew and passengers, for the disembarkation (if such is considered necessary) of persons suffering from communicable disease, and of their bedding and personal effects, and for the disinfection of the accommodation they occupied. The ship shall not be employed as a means of isolation of the sick, or of their contacts, unless such isolation can be effected without delaying or unduly interfering with her movements.

ARTICLE IX

The footnote to Article 25 shall be deleted and the following substituted:

IN ALL CASES where this Convention provides for surveillance, surveillance may not be replaced by observation except

Article 5B (1). Outre la notification formelle exigée ci-dessus, les Parties Contractantes devront, autant que possible, adresser périodiquement à l'Organisation d'Hygiène de l'UNRRA des notifications concernant les maladies contagieuses qui ont fait l'objet de déclarations dans leurs pays;

(2) Les Parties Contractantes devront faire avec l'UNRRA les arrangements nécessaires pour tenir tous les gouvernements intéressés rapidement informés de l'apparition dans leur pays respectif d'une maladie qui, de l'avis de l'UNRRA, constitue un danger pour d'autres pays, ainsi que des mesures en cours d'exécution pour en empêcher l'extension à travers les frontières.

ARTICLE VII

A l'Article 13, ajouter ce qui suit:

Dans tout pays où l'on a constaté l'existence d'une maladie contagieuse dont la notification est obligatoire en vertu d'une convention sanitaire internationale ou d'une convention internationale de quarantaine actuellement en vigueur, l'Autorité sanitaire de ce pays peut interdire l'embarquement à bord d'un navire, pour un voyage international, de personnes atteintes de cette maladie, ainsi que de personnes qui ont eu avec des malades des relations les rendant susceptibles de transmettre la maladie, à moins que l'Officier de santé du port d'embarquement ne se soit assuré que des mesures peuvent être prises à bord pour empêcher la propagation de la maladie aux autres personnes embarquées. L'Officier de santé du port d'embarquement, ou tout autre agent habilité par l'Autorité sanitaire, s'il a des motifs de soupçonner que les vêtements, literie ou autres effets personnels appartenant aux passagers ou destinés à leur usage sont infectés, pourra les examiner et exiger que lesdits vêtements, literie ou autres effets personnels soient désinfectés avant d'être mis à bord.

Les mesures énumérées au présent Article devront être prises aussi longtemps que possible avant la date du départ du navire, afin de ne pas le retarder indûment.

Rien dans le présent Article ne porte atteinte au pouvoir que possède le Capitaine du navire de refuser l'embarquement à des malades.

ARTICLE VIII

Dans l'Article 15, entre les 3ième et 4ième paragraphes, insérer ce qui suit:

Lorsqu'à une escale ou à l'arrivée d'un navire dans un port, il existe à bord un cas de maladie infectieuse dûment constaté par l'Officier de santé dudit port, autre qu'un cas de peste, de choléra, de fièvre jaune, de typhus ou de variole, on appliquera les mesures habituelles en vigueur dans le pays où se trouve ledit port, sous réserve des dispositions de l'Article 54 de la Convention de 1926.

En appliquant les mesures destinées à éviter la propagation des maladies contagieuses à travers les frontières, et particulièrement en ce qui concerne le mouvement des "populations déplacées" par transport maritime international, les Parties Contractantes ne devront en aucun point du voyage retarder le navire au-delà du temps requis pour l'examen médical de l'équipage et des passagers, pour le débarquement (si celui-ci est jugé nécessaire) de personnes atteintes de maladies contagieuses, de leur literie et de leurs effets personnels, et pour la désinfection des locaux qu'elles occupaient. Le navire ne servira pas à l'isolement des malades ou des personnes qui ont été en contact avec eux, à moins qu'un tel isolement ne puisse être effectué sans retarder le navire ou gêner indûment ses mouvements.

ARTICLE IX

La note à l'Article 25 sera remplacée par ce qui suit:

Dans tous les cas où la présente convention prescrit une surveillance, celle-ci ne pourra être remplacée par l'observation, excepté:

- (a) in circumstances in which it would not be practicable to carry out surveillance with sufficient thoroughness; or
- (b) if the risk of the introduction of infection into the country is considered to be exceptionally serious; or
- (c) if the person who would be subject to surveillance cannot furnish adequate sanitary guarantees.

Persons under observation or surveillance shall submit themselves to any examination which the competent sanitary authority may consider necessary.

ARTICLE X

In Articles 35 (a), 36 (4), and 47 the words "200 meters" shall be deleted and the words "400 meters" shall be substituted.

ARTICLE XI

To Article 40 the following shall be added:

With a view to the elimination of *Stegomyia (Aedes aegypti)* as an important step in the control of the spread of yellow fever, the Contracting Parties shall, in the light of their knowledge and experience of the control of the yellow fever vector, render and maintain free from *Stegomyia (Aedes aegypti)* (a) ports and their surroundings in endemic areas, and (b) ports not situated in endemic areas but exposed to the risk of the introduction of the disease. They shall also use their best endeavours to secure that personnel employed in the handling of ships in ports in endemic areas and in ports specially exposed to risk shall be inoculated against yellow fever.

The Contracting Parties agree that all persons inoculated in compliance with the provisions of the preceding paragraph of this Article shall be furnished with and carry an inoculation certificate signed by the officer carrying out the inoculation. This certificate shall conform to the International Form of Certificate of Inoculation against yellow fever annexed hereto.

Persons in possession of a valid anti-yellow fever inoculation certificate shall not for the purpose of the control of yellow fever be subjected to quarantine restrictions.

In place of a valid anti-yellow fever inoculation certificate, a certificate that the bearer has recovered from an attack of yellow fever and that his blood contains immune bodies against yellow fever, as proved by a test carried out by an institute regularly carrying out biological tests for yellow fever and approved for this purpose by the government of the country concerned, will be accepted.

ARTICLE XII

In Article 41 (4) and (5), before the word "disinfected" the words "disinfected and" shall be inserted.

To Article 41 the following shall be added:

The Contracting Parties will use their best endeavours to secure that ships trading with areas infected with typhus shall carry a sufficient quantity of an effective insecticide for the protection of the crew and passengers, and will give favorable consideration to the inoculation against typhus of all persons on board exposed to risk.

ARTICLE XIII

Article 42 (3) shall be deleted and the following substituted:

(3) Other persons reasonably suspected to have been exposed to infection on board, and who, in the opinion of the sanitary authority, are not sufficiently

- (a) dans les circonstances où la surveillance ne pourrait être exercée avec le soin nécessaire;
- (b) si le risque d'introduire une maladie infectieuse dans le pays est considéré comme exceptionnellement sérieux;
- (c) si la personne qui doit faire l'objet de la surveillance ne peut fournir les garanties sanitaires suffisantes.

Les personnes en observation ou sous surveillance se soumettront à tout examen que l'Autorité sanitaire compétente pourrait juger nécessaire.

ARTICLE X

Dans les Articles 35 (a), 36 (4) et 47, aux mots "200 mètres" substituer les mots "400 mètres".

ARTICLE XI

A l'Article 40, ajouter ce qui suit:

En vue de l'élimination du *Stegomia* (*Aedes aegypti*), étape importante dans la lutte contre la fièvre jaune, les Parties Contractantes devront s'efforcer, à la lumière de leurs connaissances et de leur expérience en matière de lutte contre le vecteur de la fièvre jaune, de rendre et maintenir libres de *Stegomia* (*Aedes aegypti*): (a) les ports et leurs environs situés dans les zones d'endémicité, et (b) les ports situés hors des zones d'endémicité mais dans lesquels la maladie risque d'être introduite. Les Parties Contractantes devront s'efforcer également de faire vacciner contre la fièvre jaune le personnel de manœuvre et de manutention employé dans les ports des zones d'endémicité et dans les ports particulièrement exposés au risque de contagion.

Les Parties Contractantes conviennent que toutes personnes vaccinées en exécution des dispositions du paragraphe précédent du présent Article seront munies d'un certificat de vaccination signé par l'agent ayant effectué la vaccination et devront en être porteurs. Ce certificat doit être conforme à la formule internationale de certificat de vaccination contre la fièvre jaune annexée ci-après;

Les personnes en possession d'un certificat valable de vaccination contre la fièvre jaune ne seront pas soumises aux restrictions de quarantaine instituées pour combattre la fièvre jaune.

A défaut d'un certificat valable de vaccination contre la fièvre jaune, on acceptera un certificat attestant que le porteur est remis d'un accès de fièvre jaune et que son sang contient des anti-corps contre la fièvre jaune, la preuve en ayant été faite par l'emploi d'un test appliqué par un institut exécutant habituellement des test biologiques de fièvre jaune et agréé à cet effet par le gouvernement du pays intéressé.

ARTICLE XII

A l'Article 41 (4) et (5), on fera précéder le mot "désinsectiser" des mots "désinfecter et".

A l'Article 41, ajouter ce qui suit:

Les Parties Contractantes s'efforceront d'obtenir que les navires faisant escale dans les régions contaminées par le typhus soient munis d'une quantité suffisante d'un insecticide efficace pour la protection personnelle de l'équipage et des passagers; elles examineront favorablement la possibilité de faire vacciner contre le typhus toutes les personnes se trouvant à bord qui seraient exposées au danger de contamination.

ARTICLE XIII

A l'Article 42 (3) substituer ce qui suit:

(3) Toute personne que l'on suspecte, à juste raison, d'avoir été exposée à l'infection à bord et qui, de l'avis de l'Autorité sanitaire, n'est pas suffisamment

protected by recent vaccination, or by a previous attack of smallpox, may be subjected to vaccination or to observation or to surveillance, or to vaccination followed by observation or surveillance, the period of observation or surveillance being specified according to the circumstances, but in any event not exceeding 14 days, reckoned from the date of arrival of the ship.

In Article 42 the following shall be inserted as the penultimate paragraph:

For the purpose of this Article "recent vaccination" shall be taken as meaning evidence of successful vaccination not more than 3 years or less than 14 days previously, or evidence of an immune reaction.

To Article 42 shall be added "Vaccination of such persons may be performed."

ARTICLE XIV

In Article 43 after the word "crew" in the first paragraph shall be added the words "and passengers."

ARTICLE XV

Article 49 shall be deleted and the following substituted:

The Contracting Parties agree that bills of health and consular visas shall be abolished as soon as the conditions of hostilities permit the establishment of effective epidemiological communications. The Master of every foreign-going vessel approaching the first port in a territory shall ascertain the state of health of all persons on board and shall prepare and sign a Declaration of Health which shall be countersigned by the ship's surgeon, if one is carried, to be handed to the appropriate authority.

ARTICLE XVI

To Article 57 the following shall be added:

The Contracting Parties will, so far as possible, adopt the International Form of Declaration of Health and the International Forms of Certificates of Inoculation or Vaccination against cholera, typhus, and smallpox, respectively, annexed hereto.*

For the purposes of the present Convention the period of incubation is reckoned as 6 days in the case of plague, 5 days in the case of cholera, 6 days in the case of yellow fever, 12 days in the case of typhus, and 14 days in the case of small pox.

ARTICLE XVII

Article 58 shall be deleted and the following substituted:

Observation may, if considered necessary, be enforced at land frontiers. Persons may be directed to the places which have been designated for frontier traffic, and sanitary stations, equipped in accordance with the terms of Article 22 of the 1926 Convention, shall be set up at such places. These places and the measures taken shall be notified immediately to the countries concerned and to UNRRA. Individuals who have been in contact with a person suffering from a disease referred to in Article 1 of the 1926 Convention, and their bedding and effects, may be subjected to the appropriate sanitary measures. In the case of persons suffering from a communicable disease not referred to in Article 1, the measures in force in the country of arrival shall be applied.

* With regard to yellow fever see Article XI.

protégée par une vaccination récente ou par une attaque antérieure de variole, peut être soumise soit à la vaccination, ou à l'observation, ou à la surveillance, soit à la vaccination, suivie d'observation ou de surveillance, la durée de l'observation ou de la surveillance étant fixée suivant les circonstances, mais ne devant en aucun cas dépasser quatorze jours à dater de l'arrivée du navire.

A l'Article 42, ajouter comme avant-dernier paragraphe:

Pour l'application du présent Article, l'expression "vaccination récente" sera considérée comme signifiant que preuve a été fournie d'une vaccination faite avec succès au moins quatorze jours et pas plus de trois ans auparavant; ou que preuve a été fournie que le porteur présente une réaction d'immunité.

A l'Article 42 ajouter ce qui suit:

On pourra procéder à la vaccination de ces personnes.

ARTICLE XIV

A l'Article 43, paragraphe 1, après le mot "équipage" ajouter les mots "et des passagers".

ARTICLE XV

A l'Article 49 substituer ce qui suit:

Les Parties Contractantes sont d'accord pour abolir les patentes de santé et les visas consulaires aussitôt que le cours des hostilités permettra d'établir des communications épidémiologiques effectives. Le Capitaine de tout navire effectuant une navigation internationale devra, à l'approche du premier port d'un territoire, vérifier l'état de santé de toutes les personnes à bord et devra préparer et signer une "Déclaration de santé" qui sera contresignée par le médecin du bord (s'il y en a un); cette déclaration sera remise à l'autorité appropriée.

ARTICLE XVI

A l'Article 57 ajouter ce qui suit:

Les Parties Contractantes adopteront, autant que possible, le modèle international de Déclaration de santé ainsi que chacun des modèles internationaux de certificats de vaccination contre le choléra, le typhus et la variole figurant dans les Annexes ci-jointes.*

Aux fins de la présente Convention, la période d'incubation est estimée à six jours pour la peste, à cinq jours pour le choléra, à six jours pour la fièvre jaune, à douze jours pour le typhus et à quatorze jours pour la variole.

ARTICLE XVII

A l'Article 58 substituer ce qui suit:

L'observation peut, si elle est jugée nécessaire, être mise en vigueur aux frontières terrestres. Les intéressés pourront être dirigés sur les localités désignées pour le trafic frontalier, et des stations sanitaires équipées conformément aux termes de l'Article 22 de la Convention de 1926 seront établies en ces localités. La liste de ces localités et stations, de même que les mesures prises, seront notifiées immédiatement aux pays intéressés et à l'UNRRA. Les individus qui ont été en contact avec une personne souffrant d'une des maladies mentionnées à l'Article I de la Convention de 1926, ainsi que leur literie et leurs effets, pourront être soumis aux mesures sanitaires appropriées. Dans le cas de personnes souffrant d'une maladie contagieuse non mentionnée à l'Article I, les mesures en vigueur dans le pays d'arrivée seront appliquées.

* Pour ce qui est de la fièvre jaune, voir l'Article XI.

ARTICLE XVIII

Article 63 shall be deleted and the following substituted:

Railway carriages for mail or luggage and goods trains may not be detained at the frontier longer than is necessary to apply the necessary sanitary measures for the prevention of the entry of communicable diseases into the country concerned.

ARTICLE XIX

To Article 65 the following shall be added:

In framing regulations under this Article, the Contracting Parties will consult UNRRA and will inform UNRRA of the regulations and of the date of their entry into force.

ARTICLE XX

To Article 66 the following shall be added:

In the application of Articles 58 to 66 inclusive of the 1926 Convention, as amended by the present Convention, to any persons coming within the category of "displaced persons", the Contracting Parties shall be entitled to make such modifications as may be required by any special international arrangements under schemes to be organized by governments and by UNRRA for dealing with such persons.

And the Contracting Parties have further agreed as follows:

ARTICLE XXI

The present Convention shall come into force as soon as it has been signed or acceded to on behalf of ten or more governments.

ARTICLE XXII

The present Convention shall supplement and be read as one with the 1926 Convention, which as hereby amended remains in full force as between the Contracting Parties, and whenever any provision of the 1926 Convention contains a reference to another provision, the reference shall be deemed to be a reference to that provision as modified by any amendments effected thereto by the present Convention.

ARTICLE XXIII

After January 15, 1945 the present Convention shall be open to accession by any government not a signatory. Accessions, shall be notified in writing to the Government of the United States of America.

Accessions notified after the entry into force of the present Convention shall become effective with respect to each government upon the notification of its accession.

ARTICLE XXIV

Any Contracting Party may on signature or accession declare that the present Convention does not apply to all or any of its colonies, overseas territories, territories under its protection, suzerainty, or authority, or territories in respect of which it exercises a mandate. The present Convention may at any time thereafter be applied to any such territory by notification in writing to the Government of the United States of America, and the Convention shall apply to the territory concerned from the date of the receipt of the notification by the Government of the United States of America.

ARTICLE XVIII

A l'Article 63 substituer ce qui suit:

Les wagons-poste, les wagons de bagages et les trains de marchandises ne seront pas retenus à la frontière plus longtemps que ne l'exige l'application des mesures sanitaires nécessaires pour empêcher l'introduction des maladies contagieuses dans le pays intéressé.

ARTICLE XIX

A l'Article 65 ajouter ce qui suit:

En élaborant des règlements en vertu du présent Article, les Parties Contractantes consulteront l'UNRRA et lui feront part desdits règlements et de leur date d'entrée en vigueur.

ARTICLE XX

A l'Article 66 ajouter ce qui suit:

Pour l'application des Articles 58 à 66 inclusivement de la Convention de 1926, telle qu'elle a été modifiée par la présente convention, à toute personne se trouvant dans la catégorie des "personnes éloignées de leur résidence habituelle", les Parties Contractantes auront le droit d'effectuer telles modifications qui pourraient être requises par un arrangement international spécial faisant partie d'un plan organisé par les gouvernements et par l'UNRRA à l'égard de ces personnes.

En outre, les Parties Contractantes sont convenues de ce qui suit:

ARTICLE XXI

La présente Convention entrera en vigueur aussitôt qu'elle aura été acceptée, par voie de signature ou d'adhésion, par dix gouvernements au moins.

ARTICLE XXII

La présente Convention complètera la Convention de 1926 et sera considérée comme formant un tout avec elle. Ladite Convention, telle qu'elle a été modifiée par la présente Convention, demeure pleinement en vigueur entre les Parties Contractantes. Lorsqu'une disposition de la Convention de 1926 contient une référence à une autre disposition, cette référence sera considérée comme étant une référence à la disposition en question, telle qu'elle résulte de toutes modifications qui y ont été apportées par la présente Convention.

ARTICLE XXIII

A partir du 15 janvier 1945, la présente Convention sera ouverte à l'adhésion de tout gouvernement qui n'en est pas signataire. Les adhésions seront notifiées par écrit au Gouvernement des Etats-Unis d'Amérique.

Les adhésions notifiées après l'entrée en vigueur de la présente Convention deviendront effectives à l'égard de chaque gouvernement lors de la notification de son adhésion.

ARTICLE XXIV

Toute Partie Contractante peut, en signant la Convention ou en y adhérant, déclarer qu'elle ne s'applique pas à tout ou partie de ses colonies, territoires d'outre-mer, territoires placés sous sa protection, suzeraineté ou autorité, ou territoires pour lesquels elle exerce un mandat. La présente Convention pourra à tout moment ultérieur être rendue applicable à l'un quelconque de ces territoires par une notification écrite adressée au Gouvernement des Etats-Unis d'Amérique; la Convention s'appliquera à ce territoire à partir de la réception de la notification par le Gouvernement des Etats-Unis d'Amérique.

ARTICLE XXV

The Government of the United States of America shall give notice in writing to governments parties to the 1926 Convention and to governments parties to the present Convention, of all signatures and accessions to the present Convention and of all notifications regarding the territories to which the present Convention is to be applied.

ARTICLE XXVI

The present Convention shall remain in force as to each Contracting Party until either

- (1) such Party shall become bound by a further Convention amending or superseding the 1926 Convention, or
- (2) the expiration of eighteen months from the date on which the present Convention enters into force,

whichever shall be the earlier.

ARTICLE XXVII

The original of the present Convention shall be deposited in the archives of the Government of the United States of America and shall be opened for signature at Washington, on December 15, 1944, where it shall remain open for signature until January 15, 1945. Certified copies hereof shall be furnished by the Government of the United States of America to each of the governments on behalf of which this Convention is signed or acceded to and to each of the governments parties to the 1926 Convention.

IN WITNESS WHEREOF, the undersigned plenipotentiaries, having deposited their full powers, found to be in due and proper form, sign the present Convention in the French and English languages, both texts being equally authentic, on behalf of their respective governments on the dates appearing opposite their signatures.

*For the French Republic:

ANDRÉ MAYER.

January 5, 1945

For Poland:

JAN CIECHANOWSKI.

January 5, 1945

For the United Kingdom of Great Britain and Northern Ireland:

At the time of signing the present Convention I declare that my signature does not cover any of the territories referred to in Article Twenty-Four of the International Sanitary Convention, 1944.

HALIFAX.

January 5, 1945

For the United States of America:

Subject to ratification.

E. R. STETTINIUS, Jr.

January 5, 1945

For China:

J. HENG LIU.

January 5, 1945

For the Union of South Africa:

S. F. N. GIE.

January 13, 1945

* At the time of signing, the French Representative made a declaration, the text of which is not reproduced.

ARTICLE XXV

Le Gouvernement des Etats-Unis d'Amérique informera par écrit les gouvernements parties à la Convention de 1926, ainsi que les gouvernements parties à la présente Convention, de toutes signatures et adhésions à la présente Convention, ainsi que de toutes notifications concernant les territoires auxquels la présente Convention est rendue applicable.

ARTICLE XXVI

La présente Convention demeurera en vigueur pour chaque Partie Contractante jusqu'à ce que

- (1) cette Partie se trouve liée par une convention ultérieure modifiant ou remplaçant la Convention de 1926, ou que
- (2) une période de 18 mois se soit écoulée à dater du jour où la présente Convention entrera en vigueur, selon que l'une ou l'autre circonstance se produira la première.

ARTICLE XXVII

Le texte original de la présente Convention sera déposé aux archives du Gouvernement des Etats-Unis d'Amérique et sera ouvert à la signature, le 15 décembre 1944, à Washington, où il demeurera ouvert à la signature jusqu'au 15 janvier 1945. Des copies certifiées conformes en seront fournies par le Gouvernement des Etats-Unis d'Amérique à chacun des gouvernements par lesquels cette Convention aura été acceptée, par voie de signature ou d'adhésion, ainsi qu'à chacun des gouvernements parties à la Convention de 1926.

EN FOI DE QUOI, les Plénipotentiaires soussignés ayant déposé leurs pleins pouvoirs trouvés en bonne et due forme, ont signé les textes anglais et français de la présente Convention, les deux versions faisant également foi, au nom de leurs gouvernements respectifs aux dates figurant en regard de leurs signatures.

*For Egypt:

With the following reservations:

1. That this signature does not affect in any way the relations of the Egyptian Government with the International Office of Public Health, Paris, or its obligations towards the Regional Office, Alexandria;

2. That this convention is subject to ratification by the Egyptian Parliament.

M. HASSAN.

January 15, 1945

For Czechoslovakia:

Subject to ratification.

V. S. HURBAN.

January 15, 1945

For Canada:

Subject to ratification.

L. B. PEARSON.

January 15, 1945

For Cuba:

Esta Convención, previa la aprobación del Senado de la República, será ratificada por el Ejecutivo.

GMO BELT.

January 15, 1945

For the Dominican Republic:

Con la reserva de que la República Dominicana no podrá ratificar esta Convención sin adherirse, al mismo tiempo, a las Convenciones de París y de la Haya, y que por virtud de disposiciones constitucionales de la República, estos procesos estarán subordinados a la previa sanción del Congreso Nacional.

EMILIO G. GODOY.

January 15, 1945

For Nicaragua:

GUILLERMO SEVILIA SACASA.

January 15, 1945

For Peru:

With the following reservations:

1. That this Convention is signed *ad referendum*;

2. That if the execution of the said Convention would not conform with the regulations contained in the Pan American Sanitary Code of Havana, Peru will give preference to the latter.

P. G. BELTRÁN.

January 15, 1945

For Luxembourg:

HUGHES LE GALLAIS.

For Ecuador:

S. E. DURAN BALLEEN.

January 15, 1945

For Greece:

C. P. DIAMANTOPOULOS.

January 15, 1945

For Honduras:

JULIÁN R. CÁCERES.

January 15, 1945

For Haiti:

J. THÉBAUD.

January 15, 1945

* At the time of signing, the Egyptian Representative made a declaration, the text of which is not reproduced.

FORMS ATTACHED

Maritime Declaration of Health
International Certificate of Inoculation against Cholera
International Certificate of Inoculation against Yellow Fever
International Certificate of Immunity against Yellow Fever
International Certificate of Inoculation against Typhus Fever
International Certificate of Vaccination against Smallpox

FORMULES ACCOMPAGNANT LA CONVENTION

Déclaration Maritime de Santé
Certificat International de Vaccination contre le Choléra
Certificat International de Vaccination contre la Fièvre Jaune
Certificat International d'Immunité contre la Fièvre Jaune
Certificat International de Vaccination contre le Typhus
Certificat International de Vaccination contre la Variole

International Sanitary Convention, 1944

MARITIME DECLARATION OF HEALTH
(International Form)

(To be rendered by the masters of ships arriving from ports outside the Territory)

Port of..... Date.....

Name of Vessel..... From..... to

Nationality..... Master's Name.....

Net Registered Tonnage.....

Deratization or } Certificate..... Dated.....

Deratization }

Exemption } Issued at

No. of } Cabin..... No. of Crew.....

Passengers } Deck.....

List of ports of call from commencement of voyage with dates of departure:

HEALTH QUESTIONS

ANSWER YES OR NO

1. Has there been on board during the voyage* any case or suspected case of plague, cholera, yellow fever, typhus fever, or smallpox? Give particulars in the Schedule.
2. Has plague occurred or been suspected among the rats or mice on board during the voyage,* or has there been an unusual mortality among them?
3. Has any person died on board during the voyage* otherwise than as a result of accident? Give particulars in Schedule.
4. Is there on board or has there been during the voyage* any case of illness which you suspect to be of an infectious nature? Give particulars in Schedule.
5. Is there any sick person on board now? Give particulars in Schedule.

NOTE: In the absence of a surgeon, the Master should regard the following symptoms as ground for suspecting the existence of infectious disease: fever accompanied by prostration or persisting for several days, or attended with glandular swelling; or any acute skin rash or eruption with or without fever; severe diarrhoea with symptoms of collapse; jaundice accompanied by fever.

6. Are you aware of any other condition on board which may lead to infection or the spread of infectious disease?

I hereby declare that the particulars and answers to the questions given in this Declaration of Health (including the Schedule) are true and correct to the best of my knowledge and belief.

Signed
Master

Countersigned
Ship's Surgeon

Date.....

* If more than 6 weeks have elapsed since the voyage began, it will suffice to give particulars for the last 6 weeks.

DÉCLARATION MARITIME DE SANTÉ
(Modèle International)

(A présenter par les capitaines des navires en provenance de ports
situés en dehors du territoire)

Port de..... Date.....
Nom du navire..... Venant de..... Allant à.....
Nationalité..... Nom du Capitaine.....
Tonnage net.....
Dératisation ou } Certificat..... En date du.....
Exemption de }
dératisation } Délivré à.....
Nombre de } Cabine..... Nombre de membres de l'équipage.....
passagers } Pont.....
Liste des escales depuis le début du voyage avec dates des départs:

QUESTIONNAIRE DE SANTÉ

RÉPONDRE PAR
OUI OU NON

1. Y a-t-il eu à bord, en cours de voyage*, un cas (ou une
présomption) de peste, de choléra, de fièvre jaune, de typhus
ou de variole? Donner détails dans le tableau annexé.
2. Y a-t-il eu des cas (ou une présomption) de peste
parmi les rats ou les souris, à bord,* en cours de voyage, ou
bien la mortalité parmi eux a-t-elle été exceptionnelle?
3. Y a-t-il eu un décès à bord, en cours de voyage,* autre-
ment que par accident? Donner les détails dans le tableau
annexé.
4. Y a-t-il à bord, ou y a-t-il eu, en cours de voyage,* des
cas de maladie que vous soupçonnez être de nature infectieuse?
Donner les détails dans le tableau annexé.
5. Y a-t-il présentement des malades à bord? Donner les
détails dans le tableau annexé.

REMARQUE: En l'absence d'un médecin, le capitaine
doit considérer les symptômes suivants comme devant faire
soupçonner l'existence d'une maladie infectieuse: fièvre
accompagnée de prostration ou persistant plusieurs jours,
ou avec gonflement des glandes; toute irritation de la
peau ou éruption aiguës, avec ou sans fièvre; toute diar-
rhée grave avec symptômes d'affaiblissement caractérisé;
jaunisse accompagnée de fièvre.

6. Avez-vous connaissance de toute autre circonstance
qui, à bord, pourrait favoriser le développement d'une infection
ou la propagation d'une maladie infectieuse?

Je déclare que les renseignements et réponses donnés dans la présente déclara-
tion de santé (y compris le tableau annexé) sont, autant que je sache et suis
fondé à croire, exacts et conformes à la vérité.

Signé
Capitaine

Contresigné
Médecin du bord

Date.....

* S'il s'est écoulé plus de 6 semaines depuis le début du voyage, il suffira de donner des
renseignements pour les 6 dernières semaines.

SCHEDULE TO THE DECLARATION
Particulars of every case of illness or death occurring on board

Name	Class or Rating	Age	Sex	Nationality	Port of Embar- kation	Date of Embar- kation	Nature of Illness	Date of its Onset	Results of Illness*	Disposal of Case**

* State whether recovered; still ill; died.
** State whether still on board; landed at (give name of port); buried at sea.

TABEAU ANNEXÉ À LA DÉCLARATION
Détails de chaque cas de maladie ou de décès survenus à bord

Nom	Classe ou fonction à bord	Âge	Sexe	Nationalité	Port d'embarquement	Date d'embarquement	Nature de la maladie	Date du début de la maladie	Résultats de la maladie*	Suite donnée**

* Indiquer si le malade est guéri, s'il est encore malade ou s'il est décédé.
** Indiquer si le malade est encore à bord, s'il a été débarqué (donner le nom du port), ou si son corps a été immergé.

International Sanitary Convention, 1944

INTERNATIONAL CERTIFICATE OF INOCULATION
AGAINST CHOLERA

THIS IS TO CERTIFY THAT.....

(Age..... Sex.....) whose signature appears below was on the
dates indicated inoculated against cholera.

Date	Material		Inoculating Officer	
	Origin	Batch No. and Type	Signature	Official Title

.....
(Signature of person inoculated)

.....
(Home address)

.....
(Date)

Official Stamp of
Inoculating Officer

(This certificate is not valid for more
than 6 months from date of issue.)

CERTIFICAT INTERNATIONAL DE VACCINATION
CONTRE LE CHOLÉRA

LE PRÉSENT DOCUMENT CERTIFIE QUE.....
(Age..... Sexe.....) dont la signature apparaît ci-dessous a été
vacciné(e) contre le choléra aux dates indiquées.

Date	Produit		Fonctionnaire pratiquant la vaccination	
	Origine	N° du lot et type	Signature	Titre officiel

.....
(Signature de la personne vaccinée)

.....
(Domicile)

.....
(Date)

Timbre officiel du
fonctionnaire prati-
quant la vaccination

(Ce certificat n'est valable que pour 6 mois à compter de la date de délivrance.)

International Sanitary Convention, 1944

INTERNATIONAL CERTIFICATE OF INOCULATION
AGAINST YELLOW FEVER

THIS IS TO CERTIFY THAT.....

(Age..... Sex.....) whose signature appears below has this day
been inoculated by me against yellow fever.

Origin and Batch No. of vaccine.....

Signature of inoculating officer.....

Official position

Place..... Date.....

.....
(Signature of person inoculated)

.....
(Home address)

Official Stamp of
Inoculating Officer

FOOTNOTE:

- This certificate is not valid:
- (a) unless the vaccine and the method employed have been approved by UNRRA;
 - (b) until 10 days after the date of the inoculation except in the case of persons re-inoculated within 4 years;
 - (c) for more than 4 years from the date of the last inoculation.

Convention Sanitaire Internationale, 1944

CERTIFICAT INTERNATIONAL DE VACCINATION
CONTRE LA FIÈVRE JAUNE

LE PRÉSENT DOCUMENT CERTIFIE QUE.....

(Age..... Sexe.....) dont la signature apparaît ci-dessous a été vacciné (e) aujourd'hui par moi contre la fièvre jaune.

Origine du vaccin et numéro du lot.....

Signature du fonctionnaire pratiquant la vaccination.....

Fonction officielle

Lieu..... Date.....

.....
(Signature de la personne vaccinée)

.....
(Domicile)

Timbre officiel du
fonctionnaire prati-
quant la vaccination.

NOTE:

Ce certificat n'est valable que:

- (a) si le vaccin et la méthode employée ont été approuvés par l'UNRRA;
- (b) après l'expiration des 10 jours suivant la date de la vaccination, excepté dans le cas de personnes revaccinées dans un délai de 4 ans;
- (c) pendant 4 ans à partir de la date de la dernière vaccination.

International Sanitary Convention, 1944

INTERNATIONAL CERTIFICATE OF IMMUNITY
AGAINST YELLOW FEVER

THIS IS TO CERTIFY THAT.....

(Age..... Sex.....) whose signature appears below is immune to yellow fever as the result of an attack of the disease. This immunity has been demonstrated by the mouse protection test.

Date of bleeding..... Place of bleeding.....

Name of Laboratory performing test.....

Location of Laboratory.....

Date of Test.....

Result of Test.....

Signature of Laboratory Director.....

Official Stamp
of Laboratory

.....
(Signature of person tested)

.....
(Home address)

FOOTNOTE:

This certificate is not valid:

- (a) unless the laboratory performing the blood test and the method employed have been approved by UNRRA;
- (b) for more than ten years from the date of the blood test.

Convention Sanitaire Internationale, 1944

CERTIFICAT INTERNATIONAL D'IMMUNITÉ
CONTRE LA FIÈVRE JAUNE

CE DOCUMENT CERTIFIE QUE.....

(Age..... Sexe.....) soussigné est immunisé contre la fièvre jaune en raison d'avoir déjà eu cette maladie. Cette immunité a été démontrée par le test de protection, sur la souris.

Date de la saignée..... Lieu de la saignée.....

Nom du laboratoire qui s'est chargé du test.....

Lieu où se trouve le laboratoire.....

Date du test.....

Résultat du test.....

Signature du Directeur du Laboratoire.....

Timbre officiel
du Laboratoire

.....
(Signature de la personne soumise au test)

.....
(Domicile)

NOTE:

Ce certificat n'est pas valable:

- (a) si le laboratoire qui a procédé au test de protection et la méthode employée n'ont pas été approuvés par UNRRA;
- (b) si plus de dix ans se sont écoulés depuis la date d'exécution du test.

International Sanitary Convention, 1944

INTERNATIONAL CERTIFICATE OF INOCULATION
AGAINST TYPHUS FEVER

THIS IS TO CERTIFY THAT.....
(Age..... Sex.....) whose signature appears below was on the dates indicated inoculated against typhus fever.

Date	Material		Inoculating Officer	
	Origin	Batch No. and Type	Signature	Official Title

.....
(Signature of person inoculated)

.....
(Home address)

.....
(Date)

Official Stamp of
Inoculating Officer

(This certificate is not valid for more than 1 year from date of issue.)

CERTIFICAT INTERNATIONAL DE VACCINATION
CONTRE LE TYPHUS

LE PRÉSENT DOCUMENT CERTIFIE QUE.....

(Age..... Sexe.....) dont la signature apparaît ci-dessous a été vac-
ciné(e) contre le typhus aux dates indiquées.

Date	Produit		Fonctionnaire pratiquant la vac- cination	
	Origine	N° du lot et type	Signature	Titre officiel

.....
(Signature de la personne vaccinée)

.....
(Domicile)

.....
(Date)

Timbre officiel du
fonctionnaire prati-
quant la vaccination.

(Ce certificat n'est valable que pour un an à partir de la date de délivrance.)

INTERNATIONAL CERTIFICATE OF VACCINATION
AGAINST SMALLPOX

THIS IS TO CERTIFY THAT.....

(Age..... Sex.....) whose signature appears below has this day been vaccinated by me against smallpox.

Origin and Batch No. of vaccine.....



Signature of Vaccinator.....

Official Position

Place..... Date.....

Signature of person vaccinated.....

Home address

IMPORTANT NOTE.—In the case of primary vaccination the person vaccinated should be warned to report to a medical practitioner between the 8th and 14th day, in order that the result of the vaccination may be recorded on this certificate. In the case of revaccination the person should report within 48 hours for first inspection in order that any immune reaction which has developed may be recorded.

THIS IS TO CERTIFY THAT the above vaccination was inspected by me on the date(s) and with the result(s) shown hereunder:

Date of Inspection	Result
.....
.....
.....



Signature of Doctor.....

Official Position

Place..... Date.....

Use one or other of the following terms in stating the result, viz: "Reaction of immunity", "Accelerated reaction (vaccinoid)", "Typical primary vaccinia". A certificate of "No reaction" will not be accepted.

Signature of person vaccinated.....

(This certificate is not valid for more than 3 years from date of issue.)

CERTIFICAT INTERNATIONAL DE VACCINATION
CONTRE LA VARIOLE

LE PRÉSENT DOCUMENT CERTIFIE QUE.....
(Age..... Sexe.....) dont la signature apparaît ci-dessous a été vac-
ciné(e) aujourd’hui par moi contre la variole.

Origine du vaccin et numéro du lot.....

Timbre
officiel

Signature de la personne
pratiquant la vaccination.....
Fonction officielle
Lieu..... Date.....

Signature de la personne vaccinée.....

Domicile

OBSERVATION IMPORTANTE.—Dans le cas d’une première vaccination, la per-
sonne vaccinée doit être invitée à se présenter à un médecin entre le 8ème et le
14ème jour, afin que le résultat de cette vaccination puisse être porté sur le certi-
ficat. Dans le cas d’une revaccination, la personne vaccinée doit se présenter
dans les 48 heures pour un premier examen, afin que toute réaction d’immunité
qui se serait produite puisse être constatée.

LE PRÉSENT DOCUMENT CERTIFIE QUE la vaccination mentionnée ci-dessus a
été contrôlée par moi à la date ou aux dates suivantes, et avec les résultats sui-
vants:

Date du contrôle	Résultats
.....
.....
.....

Timbre
officiel

Signature du médecin.....
Fonction officielle
Lieu..... Date.....

Employer les termes suivants pour indiquer les résultats: “Réaction d’im-
munité”, “Réaction accélérée (vaccinoïde)”, “Réaction primaire typique de vac-
cination”. Un certificat portant “Sans réaction” ne sera pas valable.

Signature de la personne vaccinée.....

(Ce certificat n’est valable que pour trois ans à compter de la date de délivrance.)

Doc
en
Canada Extraordinary 1944

CANADA

TREATY SERIES, 1944

No. 33

INTERNATIONAL SANITARY CONVENTION

FOR

AERIAL NAVIGATION, 1944, MODIFYING THE
INTERNATIONAL SANITARY CONVENTION
FOR AERIAL NAVIGATION OF APRIL 12, 1933

Opened for Signature at Washington December 15, 1944

Signed for Canada January 15, 1945

Canadian Ratification Deposited at

Washington, November 20, 1945

CANADA

RECUEIL DES TRAITÉS, 1944

N° 33

CONVENTION SANITAIRE INTERNATIONALE

POUR

LA NAVIGATION AÉRIENNE, 1944, PORTANT
MODIFICATION DE LA CONVENTION SANITAIRE
INTERNATIONALE POUR LA NAVIGATION
AÉRIENNE DU 12 AVRIL 1933

Ouverte à la signature à Washington le 15 décembre 1944

Signée pour le Canada le 15 janvier 1945

La ratification du Canada a été déposée à

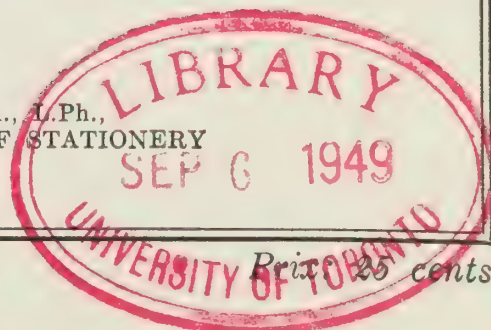
Washington le 20 novembre 1945.



OTTAWA

EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1949

Price, 25 cents



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SUMMARY

	PAGE
Text of the Convention.....	4
Preamble.....	4
Articles—	
I—References to the International Office of Public Health.....	4
II—Article 1 of the 1933 Convention.....	6
III—Article 1 of the 1933 Convention.....	6
IV—Article 9 of the 1933 Convention.....	6
V—Article 13 of the 1933 Convention.....	8
VI—Article 16 of the 1933 Convention.....	8
VII—Article 20 of the 1933 Convention.....	8
VIII—Article 32 of the 1933 Convention.....	10
IX—Article 34 of the 1933 Convention.....	10
X—Article 35 of the 1933 Convention.....	10
XI—Article 36 of the 1933 Convention.....	12
XII—Article 38 of the 1933 Convention.....	14
XIII—Articles 39 to 46 inclusive of the 1933 Convention.....	16
XIV—Article 47 of the 1933 Convention.....	16
XV—Article 51 of the 1933 Convention.....	18
XVI—Article 53 of the 1933 Convention.....	18
XVII—Article 54 of the 1933 Convention.....	18
XVIII—Coming into force of the Convention.....	18
XIX—The 1933 and the present Convention making one.....	18
XX—Accessions.....	20
XXI—Application to colonies and other dependencies.....	20
XXII—Notification of signatures, accessions, etc.....	20
XXIII—Duration.....	20
XXIV—Signature, certified copies, depository.....	20
Signatories.....	22
Forms attached (List of):—	
Aircraft Declaration of Health.....	26
Personal Declaration of Origin and Health.....	28
International Certificate of Inoculation against Cholera.....	30
International Certificate of Inoculation against Yellow Fever.....	30
International Certificate of Immunity against Yellow Fever.....	32
International Certificate of Inoculation against Typhus Fever.....	32
International Certificate of Vaccination against Smallpox.....	34

SOMMAIRE

	PAGE
Texte de la Convention.....	5
Préambule.....	5
Articles—	
I—Références à l'Office international d'Hygiène publique.....	5
II—Article 1er de la Convention de 1933.....	7
III—Article 1er de la Convention de 1933.....	7
IV—Article 9 de la Convention de 1933.....	7
V—Article 13 de la Convention de 1933.....	9
VI—Article 16 de la Convention de 1933.....	9
VII—Article 20 de la Convention de 1933.....	9
VIII—Article 32 de la Convention de 1933.....	11
IX—Article 34 de la Convention de 1933.....	11
X—Article 35 de la Convention de 1933.....	11
XI—Article 36 de la Convention de 1933.....	13
XII—Article 38 de la Convention de 1933.....	15
XIII—Articles 39 à 46 inclusivement de la Convention de 1933.....	17
XIV—Article 47 de la Convention de 1933.....	17
XV—Article 51 de la Convention de 1933.....	19
XVI—Article 53 de la Convention de 1933.....	19
XVII—Article 54 de la Convention de 1933.....	19
XVIII—Date de l'entrée en vigueur.....	19
XIX—La présente Convention et la Convention de 1933 forment un tout.....	19
XX—Adhésions.....	21
XXI—Application aux colonies et aux autres dépendances.....	21
XXII—Notification des signatures et adhésions.....	21
XXIII—Durée.....	21
XXIV—Signature, copies certifiées conformes, dépositaire.....	21
Signataires.....	23
Formules accompagnant la Convention—	
Déclaration de Santé d'aéronef.....	27
Déclaration personnelle d'origine et de santé.....	29
Certificat international de vaccination contre le choléra.....	31
Certificat international de vaccination contre la fièvre jaune.....	31
Certificat international d'immunité contre la fièvre jaune.....	33
Certificat international de vaccination contre le typhus.....	33
Certificat international de vaccination contre la variole.....	35

**INTERNATIONAL SANITARY CONVENTION FOR AERIAL NAVIGATION,
1944, MODIFYING THE INTERNATIONAL SANITARY CONVEN-
TION FOR AERIAL NAVIGATION OF APRIL 12, 1933**

Opened for Signature at Washington December 15, 1944

The Governments signatory hereto,

Considering that the International Office of Public Health created by the Agreement signed at Rome, on December 9, 1907, is unable for the time being to carry out effectively all of the duties and functions assigned to it in the Annex to that Agreement; in the International Sanitary Convention, 1926; in the International Sanitary Convention for Aerial Navigation, 1933; and in other Conventions or Agreements relating to the public health;

Having entrusted the task of solving this temporary problem by the preparation of emergency agreements and arrangements for the notification of epidemic diseases and for uniformity in quarantine regulations to the United Nations Relief and Rehabilitation Administration (hereinafter referred to as UNRRA), in accordance with Resolution No. 8 (2) adopted by the Council of UNRRA at its First Session, without prejudice however to the status of the International Office of Public Health which it is hoped will be able at the expiry of the present Convention to resume the above-mentioned duties and functions; and having received the recommendations of UNRRA in this connection;

Having agreed that, in regard to the American Republics, the Pan American Sanitary Bureau shall continue to act as the General Coordinating Sanitary Agency, including the general collection and distribution of sanitary information to and from the said Republics, as specified in the Pan American Sanitary Code and recognized heretofore by the International Office of Public Health;

Desiring also to modify as between themselves the provisions of the International Sanitary Convention for Aerial Navigation signed at The Hague on April 12, 1933 (hereinafter referred to as *the 1933 Convention*) in the light of the present-day conditions which call for special measures to prevent the spread by air across frontiers of epidemic or other communicable diseases;

Have decided to conclude a Convention for these purposes, have agreed that, whereas the authentic text of the 1933 Convention is in the French language, the present Convention shall be in French as well as in English, both texts being equally authentic, and have accordingly appointed the undersigned Plenipotentiaries who, having communicated their full powers, found in good and due form, have agreed that the 1933 Convention shall be amended as follows:

ARTICLE I

All references in the 1933 Convention to the International Office of Public Health shall be read as references to UNRRA.

CONVENTION SANITAIRE INTERNATIONALE POUR LA NAVIGATION AÉRIENNE, 1944, PORTANT MODIFICATION DE LA CONVENTION SANITAIRE INTERNATIONALE POUR LA NAVIGATION AÉRIENNE DU 12 AVRIL 1933

Ouverte à la signature à Washington le 15 décembre 1944

Les Gouvernements signataires,

Considérant que l'Office international d'Hygiène publique, créé par l'accord signé à Rome le 9 décembre 1907, ne peut pour le moment remplir effectivement toutes les tâches et fonctions qui lui ont été assignées par l'Annexe de cet Accord, par la Convention sanitaire internationale de 1926, par la Convention sanitaire internationale pour la navigation aérienne de 1933 et par d'autres Conventions ou Accords ayant rapport à l'hygiène publique;

Ayant, conformément à la résolution n° 8 (2) adoptée lors de sa première session par le Conseil de l'Administration des Nations Unies de Secours et de Restauration (dénommée ci-après UNRRA), confié à l'UNRRA la tâche de résoudre ce problème temporaire en élaborant, à titre de mesures d'urgence, des accords et arrangements pour la notification des maladies épidémiques ainsi que pour l'uniformisation des mesures de quarantaine, sans porter atteinte au statut de l'Office international d'Hygiène publique qui, il est permis de l'espérer, pourra, à l'expiration de la présente convention, reprendre les tâches et fonctions mentionnées ci-dessus; et ayant reçu les recommandations de l'UNRRA à ce sujet;

Ayant convenu que, à l'égard des Républiques américaines, le Bureau sanitaire panaméricain jouera, comme par le passé, le rôle d'organe général de coordination en matière sanitaire, notamment pour la réunion et la distribution générales d'informations sanitaires qui proviennent desdites Républiques ou leur sont destinées, ainsi qu'il est spécifié dans le Code sanitaire panaméricain et comme cela a été accepté jusqu'ici par l'Office international d'Hygiène publique;

Désirant aussi modifier, en ce qui les concerne, les dispositions de la Convention sanitaire internationale pour la navigation aérienne signée à la Haye le 12 avril 1933 (dénommée ci-après *la Convention de 1933*), pour tenir compte des conditions actuelles qui nécessitent des mesures spéciales pour empêcher la propagation des maladies épidémiques ou autres maladies contagieuses par la voie des airs à travers les frontières;

Ont décidé de conclure une Convention à cette fin, sont convenus que, alors que le texte authentique de la Convention de 1933 est rédigé en langue française, la présente Convention sera rédigée en anglais et en français, les deux textes faisant également foi, et ont en conséquence désigné les plénipotentiaires sous-signés qui, s'étant communiqué leurs pleins pouvoirs, trouvés en bonne et due forme, sont convenus que la Convention sanitaire internationale de 1933 sera modifiée ainsi qu'il suit:

ARTICLE I

Toute référence à l'Office international d'hygiène publique contenue dans la Convention de 1933 sera considérée comme une référence à l'UNRRA.

ARTICLE II

The second paragraph of Article 1, subparagraph VI, shall be deleted and the following substituted:

The word *surveillance* means that persons are not isolated, that they may move about freely, but that the sanitary authorities of the place or places to which they are proceeding are notified of their coming. They may be subjected in the places of arrival to a medical examination and such inquiries as are necessary with a view to ascertaining their state of health; and, in any territory where the competent Contracting Party thinks fit, surveillance may include requirements to report on arrival and afterwards at such intervals during continuance of surveillance as may be specified, to the Health Officer of the city, town, district, or place to which they proceed.

ARTICLE III

To Article 1 the following definitions shall be added:

VIII. The term *typhus, typhus fever, or exanthematous typhus* shall be deemed to relate only to epidemic louse-borne typhus.

IX. An *endemic yellow fever area* is a region in which yellow fever exists in a form recognizable clinically, biologically, or pathologically.

X. A *valid anti-yellow fever inoculation certificate* is one certifying that the bearer has been inoculated against yellow fever, with a vaccine and by a method approved by UNRRA, if there have elapsed:

- (1) More than 10 days and less than 4 years from the date of the inoculation.
- (2) Less than 4 years from the date of a re-inoculation performed within 4 years of the previous inoculation.
- (3) More than 10 days and less than 4 years from the date of re-inoculation performed after an interval of more than 4 years.

XI. The term *Stegomyia (Aedes aegypti)* shall be deemed to include *Aedes aegypti* and any potential mosquito vectors of yellow fever.

ARTICLE IV

Article 9 shall be deleted and the following substituted:

(1) All passengers travelling by aircraft on international flight shall, on or just before arrival at the point of final disembarkation, or, if required, at any aerodrome where the journey is broken, complete a Personal Declaration of Origin and Health.

(2) The Commander of an aircraft on international flight shall, on or just before the arrival of the aircraft at the first authorized aerodrome in the country of entry, complete an Aircraft Declaration of Health to be handed to the aerodrome authority on arrival, and may be required to produce certificates concerning sanitary measures which such Declaration states were undergone by the aircraft before departure or at stopping places in application of the 1933 Convention as hereby amended.

(3) Aircraft shall not be required to carry Bills of Health.

ARTICLE II

Au deuxième paragraphe de l'Article 1^{er}, alinéa VI, substituer ce qui suit:

Le mot *surveillance* signifie que les personnes ne sont pas isolées, qu'elles obtiennent tout de suite la libre pratique, mais que l'autorité sanitaire de la localité ou des localités où elles se rendent est prévenue de leur arrivée. Elles pourront être soumises au lieu d'arrivée à un examen médical, et l'on pourra leur poser les questions nécessaires à la constatation de leur état de santé. Dans tout territoire où la Partie Contractante compétente le juge nécessaire, la "surveillance" peut comprendre l'obligation de se présenter, lors de l'arrivée, et ensuite à intervalles fixes pendant la durée de la surveillance, devant l'Officier de santé de la ville, de la région ou de l'endroit où les intéressés se rendent.

ARTICLE III

A l'Article 1^{er} ajouter les définitions suivantes:

VIII. Les termes *typhus*, *typhus fébrile* et *typhus exanthématique* seront considérés comme ne se rapportant qu'au typhus épidémique transmis par les poux.

IX. Une *zone d'endémicité de la fièvre jaune* est une région dans laquelle la fièvre jaune existe sous une forme qui peut être décelée par des signes cliniques, biologiques ou anatomo-pathologiques.

X. Un *certificat valable de vaccination contre la fièvre jaune* est un certificat attestant que le porteur a été vacciné contre la fièvre jaune par un vaccin et au moyen d'une méthode approuvée par l'UNRRA, s'il s'est écoulé:

- (1) Plus de dix jours et moins de quatre ans depuis la date de la vaccination;
- (2) Moins de quatre ans depuis la date d'une revaccination pratiquée dans les quatre ans suivant la vaccination précédente;
- (3) Plus de dix jours et moins de quatre ans depuis la date d'une revaccination pratiquée après un intervalle de plus de quatre ans.

XI. Le terme *Stegomia (Aedes aegypti)* sera considéré comme comprenant *aedes aegypti* et tous autres moustiques susceptibles d'être des vecteurs de fièvre jaune.

ARTICLE IV

A l'Article 9 substituer ce qui suit:

(1) Les passagers faisant par aéronef un voyage international devront, soit à l'arrivée, soit immédiatement avant l'arrivée au point terminal de leur voyage, ou, s'ils en sont requis, à tout aéroport où le voyage est interrompu, remplir une Déclaration personnelle d'origine et de santé.

(2) Le Commandant d'un aéronef effectuant un voyage international devra, à l'arrivée ou immédiatement avant l'arrivée au premier aéroport autorisé du pays où il pénètre, remplir une Déclaration de santé d'aéronef qu'il remettra aux autorités de l'aéroport dès son arrivée. Il peut être requis de produire des certificats concernant les mesures sanitaires auxquelles, d'après la déclaration, a été soumis l'aéronef avant le départ ou à des points d'arrêt, en application de la Convention de 1933, telle qu'elle a été modifiée par la présente Convention.

(3) Les aéronefs ne seront pas tenus d'être munis d'une patente de santé.

(4) The Contracting Parties will, so far as possible, adopt the International Forms of Aircraft Declaration of Health, Personal Declaration of Origin and Health, and Certificates of Inoculation or Vaccination against cholera, typhus, and smallpox, respectively, annexed hereto.*

ARTICLE V

To Article 13 the following shall be added:

Further, the embarkation of persons who do not present adequate sanitary guarantees may be prohibited until the sanitary measures—delousing, disinfection of clothing, etc., or any other measures that are, in the opinion of the sanitary authority, necessary to prevent the carriage of the disease by aircraft, have been carried out.

ARTICLE VI

To Article 16 after “sanitary measures” at the end of the first paragraph the words “including cleansing” shall be added.

ARTICLE VII

Article 20 shall be deleted and the following substituted:

- (1) Each Contracting Party shall immediately notify, by the most rapid means, the other Contracting Parties and UNRRA of
 - (a) The first recognized case of plague, cholera, or yellow fever discovered in its territory.
 - (b) The first recognized case of plague, cholera, or yellow fever which occurs outside the limits of local areas already affected.
 - (c) The existence of an epidemic of typhus or of smallpox.
- (2) Every notification prescribed above shall be accompanied, or very promptly followed, by detailed information as to
 - (a) The place where the disease has appeared.
 - (b) The date of its appearance, its source, and its type (including reports of pathological examinations as soon as available).
 - (c) The number of recognized cases and the number of deaths.
 - (d) The extent of the local area or areas affected.
 - (e) In the case of plague, the existence of that disease, or of an unusual mortality, among rodents (including reports of bacteriological examinations as soon as available).
 - (f) In the case of cholera, the number of germ carriers when any have been discovered.
 - (g) In the case of yellow fever, the presence and relative prevalence (index) of *Stegomyia* (*Aedes aegypti*).
 - (h) The measures taken.
- (3) Each Contracting Party shall, in addition to the diseases specifically mentioned in Article 18 of the 1933 Convention, to wit, plague, cholera, yellow fever, typhus, and smallpox, notify outbreaks of such other communicable diseases as, in the opinion of UNRRA, constitute a menace to other countries by their spread or potential spread across frontiers and shall keep UNRRA regularly informed of the course of the disease.

* With regard to yellow fever see Article XI (6).

(4) Les Parties Contractantes adopteront, autant que possible, les modèles internationaux de Déclaration de santé d'aéronef, de Déclaration personnelle d'origine et de santé et chacun des Certificats de vaccination contre le choléra, le typhus et la variole annexés ci-après.*

ARTICLE V

A l'Article 13 ajouter ce qui suit:

En outre, l'embarquement de personnes ne présentant pas de garanties sanitaires suffisantes peut être interdit jusqu'à ce qu'aient été prises les mesures sanitaires—épouillement, désinfection des vêtements, etc., ou toutes autres mesures qui, de l'avis des autorités sanitaires, seraient nécessaires pour prévenir la propagation de la maladie par aéronef.

ARTICLE VI

A l'article 16 ajouter à la fin du premier paragraphe, après les mots "mesures sanitaires appropriées", les mots "y compris le nettoyage".

ARTICLE VII

A l'Article 20, substituer ce qui suit:

(1) Chaque Partie Contractante notifiera, sans délai et par les voies les plus rapides, aux autres Parties Contractantes et à l'UNRRA:

- a) Le premier cas de peste, de choléra ou de fièvre jaune constaté sur son territoire;
- b) le premier cas constaté de peste, de choléra ou de fièvre jaune apparaissant en dehors des limites des zones déjà affectées;
- c) l'existence d'une épidémie de typhus ou de variole.

(2) Chacune des notifications prescrites ci-dessus devra être accompagnée ou suivie dans le plus bref délai d'informations détaillées sur les points suivants:

- a) Lieu d'apparition de la maladie;
- b) date de son apparition, sa source et son type (y compris des comptes rendus d'examens anatomo-pathologiques, dès qu'on en disposera);
- c) nombre des cas constatés et nombre des décès;
- d) étendue de la ou des zones affectées;
- e) dans le cas de la peste, existence de la maladie ou d'une mortalité anormale parmi les rongeurs (y compris des comptes rendus d'examens bactériologiques, dès qu'on en disposera);
- f) dans les cas du choléra, nombre de porteurs de germes s'il en a été découvert;
- g) dans le cas de la fièvre jaune, présence ou prévalence relative (indice) de *Stegomia* (*Aedes aegypti*);
- h) mesures prises.

(3) Chaque Partie Contractante doit, en plus des maladies visées spécifiquement à l'Article 18 de la Convention de 1933, savoir: la peste, le choléra, la fièvre jaune, le typhus et la variole, notifier l'apparition de toute autre maladie contagieuse qui, de l'avis de l'UNRRA, constitue une menace pour d'autres pays, par leur propagation ou la possibilité de leur propagation à travers les frontières et doit tenir l'UNRRA régulièrement au courant du développement de la maladie.

* Pour ce qui est de la fièvre jaune, voir Article XI (6).

(4) In addition to the formal notification required by paragraphs (1), (2), and (3) above, the Contracting Parties shall, so far as possible, send to UNRRA at regular intervals notifications of other communicable diseases notified in their countries.

(5) The Contracting Parties shall make the necessary arrangements with UNRRA for giving prompt information to all the governments concerned of the outbreak in any country of a disease which, in the opinion of UNRRA, constitutes a menace to other countries, and of the measures which are being taken to prevent the spread of the disease across frontiers by aircraft.

(6) The notifications contemplated in paragraphs (1) and (2) of this Article are to be addressed to the diplomatic missions, or, failing them, to consular offices in the capital of the infected country and shall be held at the disposition of consular offices established in its territory.

(7) These notifications shall also be addressed to UNRRA which shall communicate them immediately to all diplomatic missions, or, failing them to the consulates in London or Washington as well as to the principal public health authorities of the participating countries. Those prescribed under paragraphs (1) and (2) of this Article shall be transmitted by telegraph or radio.

(8) The appropriate health authority of each Contracting Party shall transmit to the sanitary and authorized aerodromes of its country or within its jurisdiction all information contained in the epidemiological notifications and communications received from UNRRA (and the regional bureaus with which it has made agreements for this purpose) in execution of the provisions of the International Sanitary Convention of June 21, 1926 which may affect the exercise of sanitary control in those aerodromes.

(9) In order to facilitate the prompt and scrupulous fulfilment of the foregoing provisions, the Contracting Parties shall ensure priority for all communications which may enable UNRRA rapidly to appraise the situation concerning the outbreak of a disease and to inform governments in order that they may take appropriate measures against the spread of the disease across their frontiers.

ARTICLE VIII

The second paragraph of Article 32 shall be deleted.

ARTICLE IX

In Article 34, paragraph (b), the following shall be inserted after subparagraph (3):

(4) The Contracting Parties shall give favorable consideration to the inoculation against typhus of all persons on board exposed to risk.

Sub-paragraphs (4) and (5) of Article 34 shall be renumbered (5) and (6) respectively.

ARTICLE X

Article 35 (b) (3) shall be deleted and the following substituted:

(3) Other persons reasonably suspected to have been exposed to infection and who, in the opinion of the sanitary authority, are not sufficiently protected by recent vaccination, or by a previous attack of smallpox, may be subjected to vaccination or to observation or to surveillance, or to vaccination followed by

(4) Outre la notification formelle exigée par les paragraphes 1, 2 et 3 ci-dessus, les Parties Contractantes doivent, autant que possible, notifier périodiquement à l'UNRRA les autres maladies contagieuses constatées dans leurs pays.

(5) Les Parties Contractantes feront avec l'UNRRA les arrangements nécessaires pour tenir rapidement informés tous les gouvernements intéressés de l'apparition dans leur pays respectif d'une maladie qui, de l'avis de l'UNRRA, constitue un danger pour d'autres pays, ainsi que des mesures en cours d'exécution pour en empêcher l'extension par aéronef à travers les frontières.

(6) Les notifications envisagées dans les paragraphes 1 et 2 du présent Article devront être adressées aux missions diplomatiques ou, à leur défaut, aux bureaux consulaires établis dans la capitale du pays infecté, et seront mises à la disposition des bureaux consulaires établis sur son territoire.

(7) Ces notifications seront également adressées à l'UNRRA, qui les communiquera immédiatement à toutes les missions diplomatiques ou, à leur défaut, aux consulats à Londres ou à Washington, ainsi qu'aux principales autorités sanitaires des pays participant à la Convention. Les notifications prescrites par les paragraphes 1 et 2 du présent Article devront être adressées par télégramme ou radio.

(8) L'autorité sanitaire appropriée de chaque Partie Contractante transmettra aux aérodromes sanitaires et autorisés, situés sur le territoire ou relevant de la juridiction de la Partie Contractante, toutes les informations contenues dans les notifications épidémiologiques et les communications reçues de l'UNRRA (ainsi que des bureaux régionaux avec lesquels des accords ont été conclus à cet effet), en exécution des dispositions de la Convention sanitaire internationale du 21 Juin 1926, si ces informations peuvent affecter l'exercice du contrôle sanitaire dans ces aérodromes.

(9) Afin de faciliter le prompt et scrupuleux accomplissement des dispositions précédentes, les Parties Contractantes accorderont priorité à toutes communications susceptibles de permettre à l'UNRRA de juger rapidement la situation résultant de l'apparition d'une de ces maladies et d'informer les gouvernements afin qu'ils puissent prendre les mesures nécessaires pour combattre la propagation de la maladie à travers leurs frontières.

ARTICLE VIII

Supprimer le deuxième paragraphe de l'Article 32.

ARTICLE IX

A l'Article 34, paragraphe b), après l'alinéa (3) insérer ce qui suit:

(4) Les Parties Contractantes examineront favorablement la possibilité de faire vacciner contre le typhus toutes les personnes se trouvant à bord qui seraient exposées au danger de contamination.

Les alinéas (4) et (5) de l'Article 34 porteront respectivement les numéros (5) et (6).

ARTICLE X

A l'Article 35 b) (3), substituer ce qui suit:

(3) Toute personne que, à juste raison l'on suspecte d'avoir été exposée à l'infection et qui, de l'avis de l'Autorité sanitaire, n'est pas suffisamment protégée par une vaccination récente ou par une attaque antérieure de variole, peut être soumise soit à la vaccination, ou à l'observation, ou à la surveillance, soit

observation or surveillance, the period of observation or surveillance being specified according to the circumstances, but in any event not exceeding 14 days, reckoned from the date of arrival of the aircraft.

The final paragraph of Article 35 shall be deleted and the following substituted:

For the purpose of this Article "recent vaccination" shall be taken as meaning evidence of successful vaccination not more than 3 years or less than 14 days previously, or evidence of an immune reaction.

ARTICLE XI

Article 36 shall be deleted and the following substituted:

The Contracting Parties agree:

(1) That persons suffering, or suspected to be suffering, from yellow fever shall not be allowed to embark on aircraft on international flight.

(2) That they will take all possible measures to establish the existence or non-existence of yellow fever within their territories. For this purpose, in territories where endemicity of yellow fever is suspected, in cases where the person dies within 10 days from the onset of any undiagnosed febrile illness, it is important that a specimen of liver tissue be taken, if necessary by viscerotomy, for histopathological examination. In endemic areas a sample of blood for a yellow fever immunity test should, in addition, wherever possible, be taken from all persons suffering from an undiagnosed fever, and if the cause of the fever remains doubtful and the patient recovers, a second sample should be collected at the end of the third week from the onset of illness.

(3) For the purpose of quarantine control, UNRRA in consultation with the governments concerned and, as regards the Western Hemisphere, with the Pan American Sanitary Bureau, shall define the boundaries of endemic yellow fever areas.

(4) That they shall use their best endeavors to secure that all persons who are likely to land in an endemic yellow fever area shall be inoculated against yellow fever 10 days before arrival in the area and that so long as such persons remain in the area, they shall be reinoculated every 4 years.

(5) (a) That inoculation against yellow fever shall be required for all regular staff employees and crews using authorized aerodromes situated in endemic yellow fever areas.

(b) That in areas in which yellow fever does not exist, but in which there may be conditions permitting of its development, inoculation of such personnel is recommended.

(6) That all persons inoculated in compliance with the provisions of paragraphs (4) and (5) of this Article shall be furnished with and carry an Inoculation Certificate signed by the officer carrying out the inoculation. This certificate shall conform to the International Form of Certificate of Inoculation against yellow fever annexed hereto.

(7) That persons in possession of a valid anti-yellow fever inoculation certificate shall not for the purpose of the control of yellow fever be subjected to quarantine restrictions.

à la vaccination suivie d'observation ou de surveillance, la durée de l'observation ou de la surveillance étant fixée suivant les circonstances, mais ne devant en aucun cas dépasser quatorze jours à dater de l'arrivée de l'aéronef.

Au dernier paragraphe de l'Article 35, substituer ce qui suit:

Pour l'application du présent Article, l'expression "vaccination récente" sera considérée comme signifiant que preuve a été fournie d'une vaccination faite avec succès au moins quatorze jours et pas plus de trois ans auparavant; ou que preuve a été fournie que le porteur présente une réaction d'immunité.

ARTICLE XI

A l'Article 36 substituer ce qui suit:

Les Parties Contractantes conviennent que:

(1) Les personnes atteintes, ou soupçonnées d'être atteintes de fièvre jaune, ne pourront être admises à s'embarquer à bord d'un aéronef pour un voyage international.

(2) Les Parties Contractantes prendront toutes les mesures possibles pour établir l'existence ou la non-existence de la fièvre jaune sur leurs territoires. A cette fin, dans les territoires où l'on suspecte la présence de la fièvre jaune à l'état endémique, s'il existe des cas de malades mourant dans les dix jours après le début d'une maladie fébrile non diagnostiquée, il est important qu'un spécimen des tissus du foie soit prélevé, si nécessaire par viscérotomie, pour examen histo-pathologique. En outre, dans les zones d'endémicité, on fera, si possible, un prélèvement de sang pour rechercher la réaction d'immunité à la fièvre jaune sur chaque personne atteinte d'une fièvre non diagnostiquée; si la cause de la fièvre reste douteuse, et si le malade guérit, un second prélèvement de sang devrait être fait à la fin de la troisième semaine à partir du début de la maladie.

(3) Aux fins de l'application du régime de quarantaine, l'UNRRA devra, en consultation avec les gouvernements intéressés, et, en ce qui concerne l'hémisphère occidental, avec le Bureau d'hygiène panaméricain, délimiter les zones où la fièvre jaune existe à l'état endémique.

(4) Les Parties Contractantes s'efforceront de veiller à ce que toutes personnes qui pourraient être appelées à atterrir dans une zone d'endémicité de la fièvre jaune soient vaccinées contre la fièvre jaune dix jours avant l'arrivée dans cette zone et ensuite revaccinées tous les quatre ans aussi longtemps qu'elles y séjourneront.

(5) a) La vaccination contre la fièvre jaune sera obligatoire pour tout le personnel ordinaire et les équipages utilisant des aérodromes autorisés situés dans les zones d'endémicité de la fièvre jaune;

b) Dans les régions où la fièvre jaune n'existe pas, mais où les conditions de son développement existent, la vaccination de ce personnel et des équipages est recommandée.

(6) Toutes les personnes vaccinées en exécution des dispositions des paragraphes 4 et 5 du présent Article seront munies d'un Certificat de vaccination signé par l'agent ayant effectué la vaccination et devront en être porteurs. Ce certificat doit être conforme à la formule internationale de certificat de vaccination contre la fièvre jaune annexée ci-après.

(7) Les personnes en possession d'un certificat valable de vaccination contre la fièvre jaune ne seront pas soumises aux restrictions de quarantaine instituées pour combattre la fièvre jaune.

(8) That in place of a valid anti-yellow fever inoculation certificate, a certificate that the bearer has recovered from an attack of yellow fever and that his blood contains immune bodies against yellow fever, as proved by a test carried out by an institute regularly carrying out biological tests for yellow fever and approved for this purpose by the government of the country concerned, will be accepted.

(9) That any person not in possession of a valid anti-yellow fever inoculation certificate shall be considered to have been exposed to the risk of contracting yellow fever during the period of his stay in an endemic yellow fever area.

(10) That UNRRA shall lay down standards with which yellow fever vaccine shall conform.

(11) That they will make arrangements to test at frequent intervals the activity of the yellow fever immunizing vaccine in use in order to ensure that its immunizing properties are satisfactory, and for this purpose agree that UNRRA in consultation with the governments concerned and, as regards the Western Hemisphere, with the Pan American Sanitary Bureau, shall designate from time to time institutes which are approved for the carrying out of such tests.

ARTICLE XII

Article 38 shall be deleted and the following substituted:

Notwithstanding Article 4 of the 1933 Convention, every aerodrome which receives aircraft to which the 1933 Convention as amended applies (Article 1, I, second paragraph) and which is situated in a region, that is to say, a part of a territory, in which yellow fever exists in a form clinically, biologically or pathologically, recognizable shall be made a sanitary aerodrome as defined in the 1933 Convention, and in addition, shall be:

(1) situated at an adequate distance from the nearest inhabited center;*

(2) provided with arrangements for a water supply completely protected against mosquitoes, and kept as free as possible from mosquitoes by systematic measures for the suppression of breeding places and the destruction of the insects in all stages of development;

(3) provided with mosquito-proofed dwellings for the crews of the aircraft and for the staff of the aerodrome;

(4) provided with a mosquito-proofed dwelling in which passengers can be accommodated or hospitalized.

With a view to the elimination of insect vectors of yellow fever, the Contracting Parties will render and maintain free from such vectors (a) aerodromes and their surroundings in endemic yellow fever areas, and (b) aerodromes not situated in endemic yellow fever areas but exposed to the risk of the introduction of the disease.

As an immediate precaution against the carriage of vectors of yellow fever, disinsectization of aircraft shall be carried out at each aerodrome within an endemic yellow fever area, particularly on departure from the last aerodrome in an endemic yellow fever area.

* For the purpose of mosquito control the perimeter of the aerodrome should be defined as the line enclosing the area containing the aerodrome buildings and any land used or intended to be used for the parking of aircraft. A building-free zone of 400 meters should be maintained around the perimeter of all aerodromes on main air lines of communications within endemic yellow fever areas.

(8) A défaut d'un certificat valable de vaccination contre la fièvre jaune, on acceptera un certificat attestant que le porteur est remis d'un accès de fièvre jaune et que son sang contient des anti-corps contre la fièvre jaune, la preuve en ayant été faite par l'emploi d'un test appliqué par un institut exécutant habituellement des tests biologiques de fièvre jaune et agréé à cet effet par le gouvernement du pays intéressé.

(9) Toute personne ne possédant pas un certificat valable de vaccination contre la fièvre jaune sera considérée comme ayant été exposée au risque de contagion pendant la durée de son séjour dans une zone d'endémicité de la fièvre jaune.

(10) L'UNRRA établira les standards auxquels le vaccin contre la fièvre jaune devra répondre.

(11) Les Parties Contractantes prendront des dispositions pour vérifier à de fréquents intervalles l'efficacité du vaccin d'immunisation en usage contre la fièvre jaune. A cette fin, l'UNRRA désignera de temps à autre, en consultation avec les gouvernements intéressés, et, en ce qui concerne l'hémisphère occidental, avec le Bureau d'hygiène panaméricain, les instituts qui seront agréés pour procéder à ces vérifications.

ARTICLE XII

A l'Article 38, substituer ce qui suit:

Nonobstant l'Article 4 de la Convention de 1933, tout aérodrome recevant un aéronef auquel s'applique la Convention de 1933, telle qu'elle a été modifiée par la présente Convention (Article I (1), deuxième paragraphe), et qui est situé dans une région (c'est-à-dire une partie d'un territoire) où la fièvre jaune existe sous une forme cliniquement, biologiquement ou anatomo-pathologiquement décelable, sera désigné comme un aérodrome sanitaire, selon la définition de la Convention de 1933, et devra en outre:

(1) être situé à une distance adéquate des lieux habités les plus proches;*

(2) être pourvu d'un système d'approvisionnement en eau complètement protégé contre les moustiques, et être maintenu autant que possible libre de moustiques par des mesures systématiques de suppression des nids d'incubation et de destruction des insectes à tous les stades de leur développement;

(3) être pourvu d'habitation à l'épreuve des moustiques pour les équipages et le personnel de l'aérodrome;

(4) être pourvu d'habitations à l'épreuve des moustiques pour le logement et l'hospitalisation des passagers.

Afin d'éliminer les insectes vecteurs de la fièvre jaune, les Parties Contractantes rendront et maintiendront libres de ces insectes; a) les aérodromes et leurs environs dans les zones d'endémicité de la fièvre jaune; (b) les aérodromes situés hors des zones d'endémicité, mais dans lesquels la maladie risque d'être introduite.

Comme mesure immédiate contre le transport des vecteurs de la fièvre jaune, une désinsectisation des aéronefs sera effectuée à chaque aérodrome situé dans une zone d'endémicité de la fièvre jaune et, particulièrement, au départ du dernier aérodrome situé dans une zone d'endémicité de la fièvre jaune.

* Pour tout ce qui concerne la lutte contre les moustiques, le périmètre de l'aérodrome sera défini comme la ligne qui circonscrit la zone où se trouvent les bâtiments de l'aérodrome et tout terrain utilisé ou susceptible d'être utilisé pour le stationnement des aéronefs. Une zone non construite de 400 mètres doit être maintenue autour du périmètre de tout aérodrome situé sur les grandes lignes de communication aériennes et qui se trouvent dans une zone d'endémicité de la fièvre jaune.

Health authorities in any territory within an endemic yellow fever area shall be at liberty to impose such quarantine restrictions against other territories within that area as may be authorized by the 1933 Convention as hereby amended. Detention of healthy passengers and crews not carrying valid Inoculation Certificates shall not be carried out at the aerodrome of departure. They shall be permitted to depart, the necessary quarantine measures being carried out at the first aerodrome of arrival in an area at risk.

ARTICLE XIII

*Articles 39 to 46 inclusive shall be deleted.**

ARTICLE XIV

Article 47 shall be deleted, and the following substituted:

(1) In territories in which yellow fever does not exist, but in which there may be conditions which permit of its development

- (a) authorized aerodromes shall conform to the requirements set forth in Article 38 of the 1933 Convention as hereby amended;
- (b) upon arrival at the first aerodrome of call aircraft which have proceeded from endemic yellow fever areas shall be disinfected.

(2) All persons travelling by air from an endemic yellow fever area to one in which yellow fever does not exist but in which there may be conditions which permit of its development, shall be dealt with in the following manner, at the first stopping place in the latter area

- (a) if they are in possession of a valid anti-yellow fever inoculation certificate they shall be allowed to proceed without any quarantine restrictions with respect to yellow fever;
- (b) if they are not in possession of a valid anti-yellow fever inoculation certificate, they may be isolated in properly screened quarters until the certificate becomes valid or until 6 days have elapsed, whichever is the lesser.

(3) Notwithstanding the preceding provisions of this Article, the Contracting Parties may (but only in the most exceptional cases) issue Certificates of Urgency to non-inoculated persons whose unobstructed passage is absolutely and immediately essential on grounds of high policy, certifying that a passage without hindrance to the bearer of the Certificate is urgently necessary.

The precise form and method of issue of the Certificate and the nature of the certifying authority shall be a matter for arrangement and communication between governments concerned.

The Contracting Parties undertake to grant unimpeded passage to bearers of such Certificates but the movements of such Certificate holders will, whenever possible, be restricted during stops on air routes to adequately screened quarters which will not be left except to re-enter the aircraft.

* In view of the deletion of Article 40, compliance with the requirements of Article 38 as amended shall no longer cause aerodromes situated in an endemic yellow fever area to be regarded as "antiamaryl aerodromes" and separate local areas. Passengers landing at such aerodromes shall submit to the measures laid down in Article 38 as required.

Dans tout territoire compris dans une zone d'endémicité de la fièvre jaune, les autorités sanitaires auront toute latitude pour imposer, à l'égard d'autres territoires situés dans cette même zone, les mesures de quarantaine qui sont autorisées par la Convention de 1933, telle qu'elle a été modifiée par la présente Convention. Les passagers en bonne santé et les membres de l'équipage non porteurs de certificat valable de vaccination ne pourront être retenus à l'aérodrome de départ. Ils seront autorisés à partir, les mesures de quarantaine nécessaires étant prises au premier aérodrome d'arrivée dans une zone menacée.

ARTICLE XIII

*Les Articles 39 à 46 inclusivement sont supprimés.**

ARTICLE XIV

A l'Article 47 substituer ce qui suit:

(1) Dans les territoires où la fièvre jaune n'existe pas, mais où les conditions pourraient en permettre le développement:

- a) Les aérodromes autorisés devront se conformer aux prescriptions de l'Article 38 de la Convention de 1933, telle qu'elle a été modifiée par la présente Convention;
- b) à l'arrivée au premier aérodrome, les aéronefs provenant d'une zone d'endémicité de la fièvre jaune seront désinsectisés.

(2) Toute personne faisant par voie aérienne un voyage d'une zone d'endémicité de la fièvre jaune vers une autre zone où la fièvre jaune n'existe pas, mais où les conditions pourraient en permettre le développement, sera traitée de la façon suivante au premier point d'arrêt dans cette autre zone:

- a) si elle est en possession d'un certificat valable de vaccination contre la fièvre jaune, elle sera autorisée à continuer son voyage sans subir les restrictions de quarantaine concernant la fièvre jaune;
- b) si elle n'est pas en possession d'un certificat valable de vaccination contre la fièvre jaune, elle pourra être isolée dans des locaux dûment pourvus de grillages jusqu'au moment où le certificat deviendra valable ou jusqu'à l'expiration d'un délai de six jours, suivant que l'une ou l'autre circonstance se produira la première.

(3) Nonobstant les dispositions précédentes du présent Article, les Parties Contractantes peuvent (mais seulement dans des cas tout à fait exceptionnels) délivrer à des personnes non-vaccinées dont le libre passage est absolument et immédiatement essentiel pour des raisons de haute politique, des Certificats d'urgence attestant qu'il est de nécessité urgente de laisser passer sans entraves le porteur du certificat.

La forme exacte et le mode de délivrance du certificat, ainsi que le caractère de l'autorité qui aura qualité pour l'émettre, feront l'objet d'arrangements et de communications entre les gouvernements intéressés.

Les Parties Contractantes s'engagent à accorder le libre passage aux porteurs de ces certificats, mais les déplacements de ces personnes seront, autant que possible, restreints pendant les escales sur les lignes aériennes à des locaux dûment pourvus de grillages qu'elles ne devront quitter que pour se rendre à l'aéronef.

* Par suite de la suppression de l'Article 40, l'application des prescriptions de l'Article 38, modifié, n'aura plus pour effet de faire considérer les aérodromes situés dans une zone d'endémicité de la fièvre jaune comme "aérodromes anti-amaryl" et comme zones séparées. Les passagers atterrissant à ces aérodromes seront soumis aux mesures définies à l'Article 38, selon les nécessités du cas.

ARTICLE XV

The first line of Article 51 shall be altered to read "The following measures may be taken on arrival:"

ARTICLE XVI

Article 53 shall be deleted, and the following substituted:

Persons who, on their arrival at an aerodrome, are considered, under the terms of Part III of the 1933 Convention as hereby amended, liable to surveillance* up to the expiration of the period of incubation of the disease, may nevertheless continue the voyage, on condition that the fact is notified to the authorities of subsequent landing places and of the place of arrival by some method sufficient to secure that they can be subjected to medical inspection in any subsequent aerodromes on the route.

Persons who are liable to observation* under the terms of Article 26 of the 1933 Convention shall not be authorized, until the expiration of the period of incubation, to continue their voyage except, in the case of diseases other than yellow fever, with the approval of the sanitary authorities of the next stopping place.

ARTICLE XVII

The first paragraph of Article 54 shall be deleted and the following substituted:

In applying sanitary measures to an aircraft coming from an infected local area, the sanitary authority of each aerodrome shall, to the greatest possible extent, take into account all measures which have already been applied to the aircraft, in another sanitary aerodrome abroad or in the same country, and which are duly noted in the Aircraft Declaration of Health referred to in Article IV of the present Convention.

To Article 54 the following paragraph shall be added:

In view of the special risk of conveying insect vectors of malaria and other diseases by aircraft on international flight, all such aircraft leaving affected areas will be disinfected. Notwithstanding the terms of Article 54 of the 1933 Convention as hereby amended, further disinfection of the aircraft on or before arrival may be required if there is reason to suspect the importation of insect vectors.

And the Contracting Parties have further agreed as follows:

ARTICLE XVIII

The present Convention shall come into force as soon as it has been signed or acceded to on behalf of ten or more governments.

ARTICLE XIX

The present Convention shall supplement and be read as one with the 1933 Convention, which, as hereby amended, remains in full force between the

* IN ALL CASES where this Convention provides for surveillance, surveillance may not be replaced by observation except

- (a) in circumstances in which it would not be practicable to carry out surveillance with sufficient thoroughness; or
- (b) if the risk of the introduction of infection into the country is considered to be exceptionally serious; or
- (c) if the person who would be subject to surveillance cannot furnish adequate sanitary guarantees.

Persons under observation or surveillance shall submit themselves to any examination which the competent sanitary authority may consider necessary.

ARTICLE XV

A l'Article 51, la première ligne sera modifiée comme suit: "Les mesures suivantes peuvent être prises à l'arrivée".

ARTICLE XVI

A l'Article 53, substituer ce qui suit:

Toute personne qui, à son arrivée dans un aérodrome, est considérée, aux termes de la Partie III de la Convention de 1933, telle qu'elle a été modifiée par la présente Convention, comme astreinte à être placée en surveillance* jusqu'à la fin de la période d'incubation de la maladie, peut néanmoins continuer son voyage, à la condition que le fait soit notifié aux autorités des territoires où elle doit atterrir, ainsi qu'à celles du territoire d'arrivée, par une méthode garantissant que l'intéressé sera soumis à l'inspection médicale aux aérodromes situés le long de la route.

Aucune personne astreinte à être mise en observation* aux termes de l'Article 26 de la Convention de 1933 ne sera autorisée, jusqu'à l'expiration de la période d'incubation, à continuer son voyage, excepté, dans le cas de maladies autres que la fièvre jaune, avec l'autorisation des autorités sanitaires du point d'arrêt suivant.

ARTICLE XVII

Au paragraphe premier de l'Article 54, substituer ce qui suit:

En appliquant des mesures sanitaires à un aéronef provenant d'une zone infectée, l'autorité sanitaire de chaque aérodrome doit, dans toute la mesure du possible, tenir compte de toutes mesures déjà appliquées à l'aéronef dans un autre aérodrome sanitaire, soit à l'étranger, soit dans le pays même, et dûment constatées dans la Déclaration de santé d'aéronef prévue par l'Article IV de la présente Convention.

A l'Article 54, ajouter le paragraphe suivant.

En raison du risque spécial de transport par les aéronefs effectuant des voyages internationaux d'insectes vecteurs de la malaria et d'autres maladies, tout aéronef quittant une zone infectée doit être désinsectisé au départ. Nonobstant les termes de l'Article 54 de la Convention de 1933, telle qu'elle a été modifiée par la présente Convention, une désinsectisation subséquente de l'aéronef peut être exigée avant l'arrivée ou à l'arrivée s'il y a des raisons de soupçonner l'importation d'insectes vecteurs.

En outre, les Parties Contractantes sont convenues ce qui suit:

ARTICLE XVIII

La présente Convention entrera en vigueur aussitôt qu'elle aura été acceptée, par voie de signature ou d'adhésion, par dix gouvernements au moins.

ARTICLE XIX

La présente Convention complétera la Convention de 1933 et sera considérée comme formant un tout avec elle. Ladite Convention, telle qu'elle est

* DANS TOUS LES CAS où la présente Convention prescrit une surveillance, celle-ci ne pourra être remplacée par l'observation, excepté:

- a) dans les circonstances où la surveillance ne pourrait être exercée avec le soin nécessaire;
- b) si le risque d'introduire une maladie infectieuse dans le pays est considéré comme exceptionnellement sérieux;
- c) si la personne qui doit faire l'objet de la surveillance ne peut fournir les garanties sanitaires suffisantes.

Les personnes en observation ou sous surveillance se soumettront à tout examen que les Autorités sanitaires compétentes pourraient juger nécessaire.

Contracting Parties, and whenever any provision of the 1933 Convention contains a reference to another provision, the reference shall be deemed to be a reference to that provision as modified by any amendments effected thereto by the present Convention.

ARTICLE XX

After January 15, 1945 the present Convention shall be open to accession by any government not a signatory. Accessions shall be notified in writing to the Government of the United States of America.

Accessions notified after the entry into force of the present Convention shall become effective with respect to each government upon the notification of its accession.

ARTICLE XXI

Any Contracting Party may on signature or accession declare that the present Convention does not apply to all or any of its colonies, overseas territories, territories under its protection, suzerainty, or authority, or territories in respect of which it exercises a mandate. The present Convention may at any time thereafter be applied to any such territory by notification in writing to the Government of the United States of America, and the Convention shall apply to the territory concerned from the date of the receipt of the notification by the Government of the United States of America.

ARTICLE XXII

The Government of the United States of America shall give notice in writing to governments parties to the 1933 Convention and to governments parties to the present Convention, of all signatures and accessions to the present Convention and of all notifications regarding the territories to which the present Convention is to be applied.

ARTICLE XXIII

The present Convention shall remain in force as to each Contracting Party until either

1. such Party shall become bound by a further Convention amending or superseding the 1933 Convention, or
2. the expiration of eighteen months from the date on which the present Convention enters into force,

whichever shall be the earlier.

ARTICLE XXIV

The original of the present Convention shall be deposited in the archives of the Government of the United States of America and shall be opened for signature at Washington on December 15, 1944, where it shall remain open for signature until January 15, 1945. Certified copies hereof shall be furnished by the Government of the United States of America to each of the governments on behalf of which this Convention is signed or acceded to and to each of the governments parties to the 1933 Convention.

modifiée par la présente Convention, demeure pleinement en vigueur entre les Parties Contractantes. Lorsqu'une disposition de la Convention de 1933 contient une référence à une autre disposition, cette référence sera considérée comme étant une référence à la disposition en question, telle qu'elle résulte de toutes modifications qui y sont apportées par la présente Convention.

ARTICLE XX

A partir du 15 janvier 1945, la présente Convention sera ouverte à l'adhésion de tout gouvernement qui n'en est pas signataire. Les adhésions seront notifiées par écrit au Gouvernement des États-Unis d'Amérique.

Les adhésions notifiées après l'entrée en vigueur de la présente Convention deviendront effectives à l'égard de chaque gouvernement lors de la notification de son adhésion.

ARTICLE XXI

Toute Partie Contractante peut, en signant la Convention ou en y adhérant, déclarer qu'elle ne s'applique pas à tout ou partie de ses colonies, territoires d'outre-mer, territoires placés sous sa protection, suzeraineté ou autorité, ou territoires pour lesquels elle exerce un mandat. La présente Convention pourra, à tout moment ultérieur, être rendue applicable à l'un quelconque de ces territoires par une notification écrite adressée au Gouvernement des États-Unis d'Amérique; la Convention s'appliquera à ce territoire à partir de la réception de la notification par le Gouvernement des États-Unis d'Amérique.

ARTICLE XXII

Le Gouvernement des États-Unis d'Amérique informera par écrit les gouvernements parties à la Convention de 1933 ainsi que les gouvernements parties à la présente Convention, de toutes signatures et adhésions à la présente Convention, ainsi que de toutes notifications concernant les territoires auxquels cette Convention est rendue applicable.

ARTICLE XXIII

La présente Convention demeurera en vigueur pour chaque Partie Contractante jusqu'à ce que:

- (1) Cette Partie se trouve liée par une Convention ultérieure modifiant ou remplaçant la Convention de 1933 ou que
- (2) une période de dix-huit mois se soit écoulée à dater du jour où la présente Convention entrera en vigueur,

selon que l'une ou l'autre circonstance se produira la première.

ARTICLE XXIV

Le texte original de la présente Convention sera déposé aux archives du Gouvernement des États-Unis d'Amérique et sera ouvert à la signature le 15 décembre 1944, à Washington, où il demeurera ouvert à la signature jusqu'au 15 janvier 1945. Des copies certifiées conformes en seront fournies par le Gouvernement des États-Unis d'Amérique à chacun des gouvernements par lesquels cette Convention aura été acceptée, par voie de signature ou d'adhésion, ainsi qu'à chacun des gouvernements parties à la Convention de 1933.

IN WITNESS WHEREOF, the undersigned plenipotentiaries, having deposited their full powers, found to be in due and proper form, signed the present Convention in the French and English languages, both texts being equally authentic, on behalf of their respective governments, on the dates appearing opposite their signatures.

EN FOI DE QUOI, les plénipotentiaires soussignés, ayant déposé leurs pleins pouvoirs trouvés en bonne et due forme, ont signé les textes français et anglais de la présente Convention, les deux versions faisant également foi, au nom de leurs gouvernements respectifs, aux dates figurant en regard de leurs signatures.

For the French Republic: (1)

Pour la République Française: (2)

ANDRÉ MAYER.

January 5, 1945

For Poland:

Pour la Pologne:

JAN CIECHANOWSKI.

January 5, 1945

*For the United Kingdom of Great Britain
and Northern Ireland:*

*Pour le Royaume-Uni de Grande-Bretagne
et d'Irlande du Nord:*

At the time of signing the present Convention I declare that my signature does not cover any of the territories referred to in Article Twenty-One of the International Sanitary Convention for Aerial Navigation, 1944.

HALIFAX.

January 5, 1945

For the United States of America:

Pour les États-Unis d'Amérique:

Subject to ratification.

E. R. STETTINIUS, Jr.

January 5, 1945

For China:

Pour la Chine:

J. HENG LIU.

January 11, 1945

For the Union of South Africa:

Pour l'Union Sud-Africaine:

S. F. N. GIE.

January 13, 1945

For Egypt: (3)

Pour l'Égypte: (4)

(1) With a declaration signed on the same date respecting Article XI. For this declaration, see *Canada Treaty Series, 1944, No. 32.*

(3) With a declaration signed on the same date, embodying recommendations regarding the 1926 and 1933 Conventions. For this declaration, see *Canada Treaty Series, 1944, No. 32.*

(2) Accompagnée d'une déclaration signée du même jour concernant l'Article XI. Pour cette déclaration, voir *Recueil des Traités 1944, N° 32.*

(4) Accompagnée d'une déclaration signée du même jour, incorporant des recommandations concernant les Conventions de 1926 et 1933. Pour cette déclaration, voir *Recueil des Traités 1944, N° 32.*

With the following reservations:

1. That this signature does not affect in any way the relations of the Egyptian Government with the International Office of Public Health, Paris, or its obligations toward the Regional Office at Alexandria;

2. That this Convention is subject to ratification by the Egyptian Parliament.

MAHMOUD HASSAN.

January 15, 1945

For Canada:

Pour le Canada:

Subject to ratification.

L. B. PEARSON.

January 15, 1945

For Cuba:

Pour Cuba:

Esta Convención, previa la aprobación del Senado de la República, será ratificada por el Ejecutivo.

GUILLERMO BELT.

January 15, 1945

For the Dominican Republic:

Pour la République Dominicaine:

Con la reserva de que la República Dominicana no podrá ratificar esta Convención sin adherirse, al mismo tiempo, a las Convenciones de París y de La Haya, y que por virtud de disposiciones constitucionales de la República, estos procesos estarán subordinados a la previa sanción del Congreso Nacional.

EMILIO GARCIA GODOY.

January 15, 1945

For Bolivia:

Pour la Bolivie:

Sujeto a ratificación.

VICTOR ANDRADE.

January 15, 1945

For Nicaragua:

Pour le Nicaragua:

GUILLERMO SEVILLA SACASA.

January 15, 1945

For Peru:

Pour le Pérou:

With the following reservations:

1. That this Convention is signed *ad referendum*;

2. That if the execution of the said Convention would not conform with the regulations contained in the Pan American Sanitary Code of Havana, Peru will give preference to the latter.

PEDRO BELTRÁN.

January 15, 1945

For Luxembourg:

Pour le Luxembourg:

HUGUES LEGALLAIS.

January 15, 1945

For Ecuador:

Pour l'Équateur:

SIXTO E. DURÁN-BALLÉN.

January 15, 1945

For Greece:

Pour la Grèce:

C. P. DIAMANTOPOULOS.

January 15, 1945

For Honduras:

Pour l'Honduras:

JULIAN R. CÁCERES.

January 15, 1945

For Haiti:

Pour Haïti:

JULES THÉBAUD.

January 15, 1945

LIST OF FORMS ATTACHED

1. Aircraft Declaration of Health.
 2. Personal Declaration of Origin and Health.
 3. International Certificate of Inoculation
Against Cholera.
 4. International Certificate of Inoculation
Against Yellow Fever.
 5. International Certificate of Immunity
Against Yellow Fever.
 6. International Certificate of Immunity
Against Typhus Fever.
 7. International Certificate of Vaccination
Against Smallpox.
-

FORMULES ACCOMPAGNANT LA CONVENTION

1. Déclaration de Santé d'Aéronef.
2. Déclaration personnelle d'Origine et de Santé
3. Certificat international de vaccination
contre le Choléra.
4. Certificat international de vaccination
contre la Fièvre Jaune.
5. Certificat international d'immunité
contre la Fièvre Jaune
6. Certificat international de vaccination
contre le Typhus
7. Certificat international de vaccination
contre la variole.

INTERNATIONAL SANITARY CONVENTION FOR AERIAL NAVIGATION, 1944

AIRCRAFT DECLARATION OF HEALTH

(International Form)

(To be completed by the Commander of an arriving aircraft and handed to the Health Officer of the aerodrome.)

AIRPORT OF ENTRY

- (1) Aircraft Licence No.....Nationality.....
- (2) Aerodrome and Date of Departure.....
- (3) Aerodromes at which the aircraft alighted during the voyage and date of departure from each.....

Aerodrome	Date	Aerodrome	Date

- (4) Number of crew.....
- (5) Number of passengers.....
- (6) Number of passengers disembarking.....
- (7) Has any person left the aircraft during the voyage on account of illness?
- (8) Has there been any case of illness (other than air sickness) during the voyage?
- (9) Has the aircraft been disinfected?.....

Give particulars of last three disinfections.....

By whom	Place	Method	Date

- (10) Have any other sanitary measures been carried out on the aircraft during the voyage?.....
- (11) Have you on board any living animals, birds, insects, bacterial cultures, viruses?

I declare that the foregoing statements are true and correct to the best of my knowledge and belief.

Date.....Signature of Commander.....

NOTE: The reverse side of this form may be used by the Health Officer for the record of the disposition of aircraft and passengers.

CONVENTION SANITAIRE INTERNATIONALE POUR LA NAVIGATION AÉRIENNE, 1944

DÉCLARATION DE SANTÉ D'AÉRONEF

(Modèle international)

(A remplir à l'atterrissage par le Commandant d'un aéronef et à remettre à l'Officier de santé de l'aérodrome.)

AÉRODROME D'ENTRÉE

- (1) N° de licence de l'aéronef ou marque d'enregistrement.....
Nationalité
- (2) Aérodrome et date de départ.....
- (3) Aérodromes où l'aéronef s'est posé et d'où il est parti au cours du voyage.
Date d'arrivée et de départ, pour chacun des aérodromes.

Aérodrome	Date	Aérodrome	Date

- (4) Nombre de membres de l'équipage.....
- (5) Nombre de passagers.....
- (6) Nombre de passagers débarquants.....
- (7) Quelqu'un a-t-il quitté l'aéronef au cours du voyage pour cause de maladie?
- (8) Y a-t-il eu des cas de maladie pendant le voyage?.....
- (9) L'aéronef a-t-il été désinsectisé?.....
Donnez des détails sur les trois dernières désinsectisations.....
.....

Par qui?	Où?	Méthode	Date

- (10) D'autres mesures sanitaires ont-elles été prises à l'égard de l'aéronef au cours du voyage?.....
- (11) Avez-vous à bord, vivants, des animaux, des oiseaux, des insectes ou des cultures bactériologiques ou des virus?.....

Je déclare que les mentions figurant ci-dessus sont, autant que je sache et suis fondé à croire, exactes et conformes à la vérité.

DateSignature du Commandant.....

NOTE: Le verso de cette formule peut être utilisé par l'Officier de santé pour y noter la décision prise à l'égard de l'aéronef et des passagers.

INTERNATIONAL SANITARY CONVENTION FOR AERIAL NAVIGATION, 1944

PERSONAL DECLARATION OF ORIGIN AND HEALTH

(International Form)

(For passengers on aircraft)

PORT OF ARRIVAL

1. Name in full.....
(BLOCK LETTERS. Surname first)

2. Nationality

3. Passport number

4. Permanent (home) address.....

5. Precise address to which immediately proceeding.....

6. State where you spent the fourteen nights prior to arrival in this country....

Last night	8 nights ago..
2 nights ago.....	9 nights ago.....
3 nights ago.....	10 nights ago.....
4 nights ago.....	11 nights ago.....
5 nights ago.....	12 nights ago.....
6 nights ago.....	13 nights ago.....
7 nights ago.....	14 nights ago.....

7. I am in possession of a certificate of inoculation or vaccination against:
Cholera
Yellow fever
Typhus
Smallpox

8. I declare that I have had no illness within the past fourteen days except as follows

I declare that the information given above is correct to the best of my knowledge and belief.

Signature

Date

CONVENTION SANITAIRE INTERNATIONALE POUR LA NAVIGATION AÉRIENNE, 1944

DÉCLARATION PERSONNELLE D'ORIGINE ET DE SANTÉ

(Modèle international)

(Pour les passagers d'aéronefs)

PORT D'ARRIVÉE

1. Nom et prénoms.....
(CARACTÈRES D'IMPRIMERIE, Nom d'abord)
2. Nationalité
3. Numéro du passeport.....
4. Adresse permanente (domicile).....
5. Adresse précise de la destination immédiate.....
6. Indiquer où vous avez passé les quatorze dernières nuits précédant l'arrivée dans ce pays:

Hier soir Il y a huit jours.....

Avant-hier soir Il y a neuf jours.....

Il y a trois jours..... Il y a dix jours.....

Il y a quatre jours..... Il y a onze jours.....

Il y a cinq jours..... Il y a douze jours.....

Il y a six jours..... Il y a treize jours.....

Il y a sept jours..... Il y a quatorze jours.....
7. J'ai en ma possession un certificat de vaccination contre:

le choléra

la fièvre jaune

le typhus

la variole
8. Je déclare que je n'ai pas été malade durant les quatorze derniers jours, à l'exception de.....

Je déclare que les informations ci-dessus sont exactes autant que je sache et suis fondé à croire.

Signature

Date

INTERNATIONAL SANITARY CONVENTION FOR AERIAL NAVIGATION, 1944
INTERNATIONAL CERTIFICATE OF INOCULATION
AGAINST CHOLERA

THIS IS TO CERTIFY THAT.....
(Age.....Sex.....) whose signature appears below was on the
dates indicated inoculated against cholera.

Date	Material		Inoculating Officer	
	Origin	Batch Number and Type	Signature	Official Title

.....
(Signature of person inoculated).....
.....
(Home address).....
.....
(Date).....

Official
Stamp
of
Inoculating
Officer

(This certificate is not valid for more than 6 months from date of issue.)

INTERNATIONAL SANITARY CONVENTION FOR AERIAL NAVIGATION, 1944
INTERNATIONAL CERTIFICATE OF INOCULATION
AGAINST YELLOW FEVER

THIS IS TO CERTIFY THAT.....
(Age.....Sex.....) whose signature appears below has this day
been inoculated by me against yellow fever.
Origin and batch No. of vaccine.....
Signature of inoculating officer.....
Official position
PlaceDate.....

.....
(Signature of person inoculated).....
.....
(Home address).....

Official
Stamp
of
Inoculating
Officer

FOOTNOTE: This certificate is not valid:
(a) unless the vaccine and the method employed have been approved by UNRRA,
(b) until 10 days after the date of the inoculation except in the case of persons re-
inoculated within 4 years,
(c) for more than 4 years from the date of the last inoculation.

CONVENTION SANITAIRE INTERNATIONALE POUR LA NAVIGATION AÉRIENNE, 1944
CERTIFICAT INTERNATIONAL DE VACCINATION
CONTRE LE CHOLÉRA

LE PRÉSENT DOCUMENT CERTIFIE QUE.....
(âge.....sexe.....) dont la signature apparaît ci-dessous a été
vacciné(e) contre le choléra aux dates indiquées.

Date	Produit		Fonctionnaire pratiquant la vaccination	
	Origine	Numéro du lot et type	Signature	Titre officiel

.....
(Signature de la personne vaccinée)

.....
(Domicile)

.....
(Date)

Timbre
officiel du
fonctionnaire
pratiquant
la vaccination

(Ce certificat n'est valable que pour six mois à compter de la date de délivrance.)

CONVENTION SANITAIRE INTERNATIONALE POUR LA NAVIGATION AÉRIENNE, 1944
CERTIFICAT INTERNATIONAL DE VACCINATION
CONTRE LA FIÈVRE JAUNE

LE PRÉSENT DOCUMENT CERTIFIE QUE.....
(âge.....sexe.....) dont la signature apparaît ci-dessous a été
vacciné(e) aujourd'hui par moi contre la fièvre jaune.
Origine du vaccin et numéro du lot.....
Signature du fonctionnaire pratiquant la vaccination.....

Fonction officielle.....
LieuDate.....
.....
(Signature de la personne vaccinée).....(Domicile)

Timbre
officiel du
fonctionnaire
pratiquant
la vaccination

NOTE: Ce certificat n'est valable que:
a) si le vaccin et la méthode employée ont été approuvée par l'UNRRA;
b) après l'expiration des 10 jours suivant la date de la vaccination, excepté dans le cas de personnes revaccinées dans un délai de 4 ans;
c) pendant 4 ans à partir de la date de la dernière vaccination.

INTERNATIONAL SANITARY CONVENTION FOR AERIAL NAVIGATION, 1944

INTERNATIONAL CERTIFICATE OF IMMUNITY
AGAINST YELLOW FEVER

THIS IS TO CERTIFY THAT.....
 (Age.....Sex.....) whose signature appears below is immune to
 yellow fever as the result of an attack of the disease. This immunity has been
 demonstrated by the mouse protection test.
 Date of Bleeding.....Place of Bleeding.....
 Name of laboratory performing test.....
 Location of Laboratory.....
 Date of Test.....
 Result of Test.....
 Signature of Laboratory Director.....

Official
Stamp
of
Laboratory

.....
 (Signature of person tested)

.....
 (Home Address)

FOOTNOTE: This certificate is not valid:

- (a) unless the Laboratory performing the blood test and the method employed have been
 approved by UNRRA.
 (b) for more than ten years from the date of the blood test.

INTERNATIONAL SANITARY CONVENTION FOR AERIAL NAVIGATION, 1944

INTERNATIONAL CERTIFICATE OF INOCULATION
AGAINST TYPHUS FEVER

THIS IS TO CERTIFY THAT.....
 (Age.....Sex.....) whose signature appears below was on the dates
 indicated inoculated against typhus fever.

Date	Material		Inoculating Officer	
	Origin	Batch Number and Type	Signature	Official Title

.....
 (Signature of person inoculated)

.....
 (Home address)

.....
 (Date)

Official
Stamp
of
Inoculating
Officer

(This certificate is not valid for more than 1 year from date of issue.)

CONVENTION SANITAIRE INTERNATIONALE POUR LA NAVIGATION AÉRIENNE, 1944

CERTIFICAT INTERNATIONAL D'IMMUNITÉ

CONTRE LA FIÈVRE JAUNE

CE DOCUMENT CERTIFIE QUE.....

(âge.....sexe.....) soussigné est immunisé contre la fièvre jaune en raison d'avoir déjà eu cette maladie. Cette immunité a été démontrée par le test de protection, sur la souris.

Date de la saignée.....Lieu de la saignée.....

Nom du laboratoire qui s'est chargé du test.....

Lieu où se trouve le laboratoire.....

Date du test.....Résultat du test.....

Signature du Directeur du Laboratoire.....

Timbre
officiel
du
laboratoire

.....

(Signature de la personne soumise au test)

.....

(Domicile)

NOTE: Ce certificat n'est pas valable:

a) Si le laboratoire qui a procédé au test de protection et la méthode employée n'ont pas été approuvés par l'UNRRA;

b) Si plus de dix ans se sont écoulés depuis la date d'exécution du test.

CONVENTION SANITAIRE INTERNATIONALE POUR LA NAVIGATION AÉRIENNE, 1944

CERTIFICAT INTERNATIONAL DE VACCINATION

CONTRE LE TYPHUS

LE PRÉSENT DOCUMENT CERTIFIE QUE.....

(âge.....sexe.....) dont la signature apparaît ci-dessous a été vacciné(e) contre le typhus aux dates indiquées.

Date	Produit		Fonctionnaire pratiquant la vaccination	
	Origine	Numéro du lot et type	Signature	Titre officiel

.....

(Signature de la personne vaccinée)

.....

(Domicile)

Timbre
officiel du
fonctionnaire
pratiquant
la vaccination

.....

(Date)

(Ce certificat n'est valable que pour un an à partir de la date de délivrance.)

INTERNATIONAL SANITARY CONVENTION FOR AERIAL NAVIGATION, 1944

INTERNATIONAL CERTIFICATE OF VACCINATION
AGAINST SMALLPOX

THIS IS TO CERTIFY THAT.....

(Age.....Sex.....) whose signature appears below has this day
been vaccinated by me against smallpox.

Origin and Batch No. of vaccine.....



Signature of Vaccinator.....

Official Position

PlaceDate.....

Signature of person vaccinated.....

Home Address.....

Important Note: In the case of primary vaccination the person vaccinated should be warned to report to a medical practitioner between the 8th and 14th day, in order that the result of the vaccination may be recorded on this certificate. In the case of revaccination the person should report within 48 hours for first inspection in order that any immune reaction which has developed may be recorded.

THIS IS TO CERTIFY THAT the above vaccination was inspected by me on the
date(s) and with the result(s) shown hereunder:

<i>Date of Inspection</i>	<i>Result</i>
.....
.....
.....
.....



Signature of Doctor.....

Official Position

PlaceDate.....

Use one of other of the following terms in stating the result, viz: "Reaction of immunity", "Accelerated reaction (vaccinoid)", "Typical primary vaccinia". A certificate of "No reaction" will not be accepted.

Signature of person vaccinated

(This certificate is not valid for more than 3 years from date of issue.)

CONVENTION SANITAIRE INTERNATIONALE POUR LA NAVIGATION AÉRIENNE, 1944

CERTIFICAT INTERNATIONAL DE VACCINATION
CONTRE LA VARIOLE

LE PRÉSENT DOCUMENT CERTIFIE QUE.....

(âge.....sexe.....) dont la signature apparaît ci-dessous a été vacciné(e) aujourd’hui par moi contre la variole.

Origine du vaccin et numéro du lot.....

Signature de la personne pratiquant la vaccination.....

..... Fonction officielle

LieuDate.....

Signature de la personne vaccinée.....

Domicile



Observation importante: Dans le cas d’une première vaccination, la personne vaccinée doit être invitée à se présenter à un médecin entre le 8ième et le 14ième jour, afin que le résultat de cette vaccination puisse être porté sur le certificat. Dans le cas d’une revaccination, la personne vaccinée doit se présenter dans les 48 heures pour un premier examen, afin que toute réaction d’immunité qui se serait produite puisse être constatée.

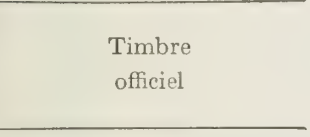
LE PRÉSENT DOCUMENT CERTIFIE QUE la vaccination mentionnée ci-dessus a été contrôlé par moi à la date ou aux dates suivantes, et avec les résultats suivants:

Date de contrôle	Résultats
.....
.....
.....
.....

Signature du médecin.....

Fonction officielle.....

LieuDate.....



Employer les termes suivants pour indiquer les résultats: “Réaction d’immunité”, “Réaction accélérée (vaccinoïde)”, “Réaction primaire typique de vaccination”. Un certificat portant “Sans Réaction” ne sera pas valable.

Signature de la personne vaccinée.....

(Ce certificat n’est valable que pour trois ans à compter de la date de délivrance.)

Doc
an
CANADA External Affairs, Dept.

TREATY SERIES, 1944

No. 34

EXCHANGE OF NOTES

(December 28 and 30, 1944)

BETWEEN

CANADA

AND

THE UNITED STATES OF AMERICA

CONSTITUTING AN AGREEMENT
CONCERNING THE ACQUISITION OF LAND FOR
UNITED STATES DEFENCE PROJECTS IN CANADA

In Force December 30, 1944

RECUEIL DES TRAITÉS 1944

N° 34

ÉCHANGE DE NOTES

(28 et 30 décembre 1944)

ENTRE

LE CANADA

ET

LES ÉTATS-UNIS D'AMÉRIQUE

COMPORTANT UN ACCORD VISANT L'ACQUISITION
DE TERRAINS DESTINÉS AUX INSTALLATIONS DE
DÉFENSE DES ÉTATS-UNIS AU CANADA

En vigueur le 30 décembre 1944



OTTAWA

EDMOND CLOUTIER, C.M.G., B.A., L.Ph.
KING'S PRINTER AND CONTROLLER OF STATIONERY
1949

Price: 25 cents

Prix: 25 cents

CANADA

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OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
IMPRIMEUR DU ROI ET CONTRÔLEUR DE LA PAPETERIE
1949

SUMMARY

	PAGE
I. Note, dated December 28, 1944, from the Secretary of State for External Affairs, to the United States Ambassador to Canada, with accompanying Memorandum and Annex.....	4
II. Note, dated December 30, 1944, from the United States Ambassador to Canada, to the Secretary of State for External Affairs.....	14

SOMMAIRE

	PAGE
1. Note en date du 28 décembre 1944, adressée par le Secrétaire d'État aux Affaires extérieures, à l'Ambassadeur des États-Unis d'Amérique au Canada, incluant Mémoire et Annexe.....	5
2. Note en date du 30 décembre 1944, adressée par l'Ambassadeur des États-Unis d'Amérique au Canada, au Secrétaire d'État aux Affaires extérieures.....	15

**EXCHANGE OF NOTES (DECEMBER 28 AND 30, 1944) BETWEEN
CANADA AND THE UNITED STATES OF AMERICA CONSTI-
TUTING AN AGREEMENT CONCERNING THE ACQUISITION
OF LAND FOR UNITED STATES DEFENCE PROJECTS IN
CANADA**

I

*The Secretary of State for External Affairs
to the United States Ambassador to Canada*

DEPARTMENT OF EXTERNAL AFFAIRS

OTTAWA, December 28, 1944.

No. 141

EXCELLENCY,

I have the honour to refer to previous correspondence concerning the acquisition by the Canadian Government of land required by the United States for the purpose of carrying out their defence projects in this country.

Opportunity was taken of the presence in Ottawa of Brigadier-General F. S. Strong, Jr., and Captain C. B. Schmeltzer of the Northwest Service Command and Major Robert H. Fabian of the Engineers R.E. Division, United States War Department to discuss this matter. Accordingly a meeting took place in October in which participated the above-mentioned persons, together with members of this Department and of other governmental departments concerned.

The conclusions reached at this meeting have been embodied in a memorandum, six copies of which are enclosed herewith together with six copies of the enclosure referred to therein.

The proposals set forth in the memorandum for the purpose of solving the problem of acquisition of land for United States defence projects are acceptable to the Canadian Government and it would be appreciated if you would inform me whether they meet with the same approval on the part of the United States Government.

Accept, Excellency, the renewed assurances of my highest consideration.

J. E. READ

*For the Secretary of State
for External Affairs.*

(Traduction)

**ÉCHANGES DE NOTES (28 ET 30 DÉCEMBRE 1944) ENTRE LE CANADA
ET LES ÉTATS-UNIS D'AMÉRIQUE COMPORTANT UN ACCORD
VISANT L'ACQUISITION DE TERRAINS DESTINÉS AUX INSTAL-
LATIONS DE DÉFENSE DES ÉTATS-UNIS AU CANADA**

*Le Secrétaire d'État aux Affaires extérieures
à l'Ambassadeur des États-Unis au Canada*

MINISTÈRE DES AFFAIRES EXTÉRIEURES

OTTAWA, le 28 décembre 1944

N° 141

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de me référer à la correspondance antérieure relative à l'acquisition par le Gouvernement canadien de terrains dont les États-Unis ont besoin pour leurs installations de défense au Canada.

Cette question a été examinée à l'occasion de la présence à Ottawa du brigadier-général F. S. Strong, junior, du capitaine C. B. Schmeltzer, de la Région militaire du Nord-Ouest, et du major Robert H. Fabian du Service des Immeubles du Corps des Ingénieurs du ministère de la guerre des États-Unis. Il y a donc eu en octobre une réunion à laquelle ont participé les personnes susmentionnées, de même que certains membres de notre Ministère et d'autres ministères intéressés.

Les décisions arrêtées au cours de cette réunion ont été consignées dans un mémoire, dont six exemplaires accompagnent la présente note de même que six exemplaires du document cité dans ledit mémoire.

Le Gouvernement canadien souscrit aux propositions énoncées dans le mémoire en vue de résoudre le problème de l'acquisition de terrains pour les installations de défense des États-Unis. Je vous serais reconnaissant de bien vouloir me faire savoir si le Gouvernement des États-Unis souscrit également à ces propositions.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances renouvelées de ma très haute considération.

J. E. READ

*Pour le Secrétaire d'État
aux Affaires extérieures,*

(Enclosure)

MEMORANDUM setting forth the conclusions reached at a meeting between representatives of the United States and Canadian Governments at Ottawa, October 20, 1944, to deal with Procedures relating to acquisition by the Canadian Government of land required for United States war projects in Canada.

1. The conclusion was reached that the acquisition by the Canadian Government of land required for United States war projects in Canada should be in accordance with the following procedure:

In all cases where land is needed by the United States for a major war project, a request concerning it should be forwarded through the State Department to the Department of External Affairs. In the case of minor projects involving the use of land, the United States authorities should communicate their requirements, in the case of land in Northwest Canada, to the Special Commissioner for Defence Projects in Northwest Canada, Edmonton, Alberta. (For the purpose of this memorandum, Northwest Canada is deemed to include all lands situated in Canada west of the fourth meridian in the system of Dominion land surveys). In the case of minor projects situated in other parts of Canada, the appropriate channel would be through the Department of External Affairs. In all cases, in the event that the request is approved, the appropriate authorities of the Canadian Government will take the necessary steps to have the land placed at the disposal of the United States authorities. In cases in which the land needed is Crown land in the right of a province, or private property, the Canadian Government will take immediate steps to secure title to or a lease of the land and will then make it available to the United States authorities in precisely the same way as in the case of land originally held by the Canadian Government. It is also understood that this procedure will apply in all cases where land is required but that it will not be applicable in cases where all that is needed is existing office space or housing, or leases of parts of existing buildings or of entire existing buildings.

This procedure and the other arrangements made hereunder are not intended to interfere with, or limit in any way, the procedure adopted for the handling of recommendations made by the Permanent Joint Board on Defence.

2. The conclusion was reached that the assignment of existing leaseholds in Canada, held for war purposes, should be carried out in accordance with the following procedures and understandings:

- (a) The transactions should extend to leaseholds in all parts of Canada. In Northwest Canada the transactions should be dealt with through the office of the Special Commissioner for Defence Projects in Northwest Canada, Edmonton, Alberta. In the case of lands in other parts of Canada, the transactions should be dealt with by direct communication through the United States Military Attache at Ottawa and the Department of Transport.

Pièce jointe

MÉMOIRE énonçant les conclusions intervenues lors d'une réunion de représentants du Gouvernement des États-Unis et de représentants du Gouvernement canadien, tenue à Ottawa le 20 octobre 1944 pour étudier les procédures relatives à l'acquisition par le Gouvernement canadien des terrains nécessaires aux installations militaires des États-Unis au Canada.

1. Les représentants conclurent que l'acquisition par le Gouvernement canadien des terrains nécessaires aux installations militaires des États-Unis au Canada devrait s'effectuer conformément à la procédure suivante:

Dans tous les cas où des terrains sont nécessaires aux États-Unis pour des installations militaires importantes, une demande à cet effet devra être soumise au ministère des Affaires extérieures par l'entremise du Département d'État des États-Unis. Dans le cas d'installations de moindre importance nécessitant l'usage de terrains, les autorités des États-Unis devraient exposer leurs besoins, s'il s'agit de terrains situés dans le Nord-Ouest du Canada, au Commissaire spécial chargé des installations de défense dans le Nord-Ouest du Canada, à Edmonton (Alberta). (Aux fins du présent mémoire, le Nord-Ouest du Canada comprend toutes les terres situées au Canada à l'ouest du quatrième méridien, d'après le système topographique du Canada.) Dans le cas d'installations de moindre importance situées dans d'autres parties du Canada, toute communication devrait être adressée au ministère des Affaires extérieures. Dans tous les cas, si la demande est acceptée, les autorités compétentes du Gouvernement canadien prendront les mesures nécessaires pour que les terrains en question soient mis à la disposition des autorités des États-Unis. Dans les cas où les terrains requis appartiennent à la Couronne du chef d'une province, ou appartiennent à des particuliers, le Gouvernement canadien prendra des mesures immédiates pour s'en assurer la propriété ou la location et les mettra ensuite à la disposition des autorités des États-Unis de la même manière, exactement, que dans le cas des terrains appartenant déjà au Gouvernement canadien. Il est entendu également que cette procédure s'appliquera à tous les cas où des terrains seront nécessaires, mais non aux cas où ne seront nécessaires que des aménagements de bureaux ou d'habitation déjà existants, ou des baux à l'égard de tout ou partie d'édifices déjà existants.

Cette procédure et les autres arrangements ci-après ne doivent pas entraver, ni restreindre de quelque façon que ce soit, la procédure adoptée pour l'exécution des recommandations de la Commission permanente canado-américaine de défense.

2. Les représentants conclurent que la cession des baux déjà existants, détenus au Canada pour des fins militaires, devrait s'opérer en conformité des procédures et ententes suivantes:

- a) Les transactions devraient s'étendre aux baux de toutes les parties du Canada. Dans le Nord-Ouest du Canada, les transactions devraient s'effectuer par l'entremise du Commissaire spécial chargé des installations de défense dans le Nord-Ouest du Canada, à Edmonton (Alberta). Dans le cas des terrains situés dans d'autres parties du Canada, les transactions devraient s'effectuer par communication directe entre l'Attaché militaire des États-Unis à Ottawa et le ministère des Transports.

- (b) The assignments should be made in accordance with the attached form, ⁽¹⁾ which has been approved by the Canadian Government, subject to any modifications which may be approved either by the United States Army representative and the Special Commissioner, or by the United States Military Attache and the Department of Transport, as the case may be.
- (c) All of the transactions hereunder are to be subject to the following provisions and conditions:
- (i) That the United States may retain occupancy of the demised premises without charge therefor for so long as may be desired but in no event beyond the duration of the war and six (6) months thereafter.
 - (ii) That the Canadian Government will reimburse the United States Government for any and all rentals paid under the terms of the leases covering occupancy from and after the 7th day of September, 1943, and will assume the obligation for the payment of all rentals due or to become due from the effective date of the assignment, together with any and all other obligations of the United States Government under the leases, express or implied, including obligations to restore, if any. As to those leases entered into by the United States Government, or assigned to the Government by its cost-plus fixed fee contractors subsequent to the 7th day of September, 1943, the Canadian Government will reimburse the United States Government from the date of acquisition or from the date of assignment, as the case may be.
 - (iii) That title to any and all improvements erected on the demised premises by the United States Government will be retained by the Government until such improvements have been appraised and disposed of in accordance with the provisions of the 33rd Recommendation of the Permanent Joint Board on Defence, United States-Canada or such other agreement between the two countries as may supplement or supersede this Recommendation.
- (d) It is understood that the procedure, as set out herein, relating to assignment of leases, will apply in all cases where land has been leased by the United States Government, but that leases, held by the United States Government of office space or housing, or of parts of existing buildings or of entire existing buildings, will not be subject to these procedures and understandings.

⁽¹⁾ For this form see Annex below.

- b) Les cessions devraient s'effectuer en conformité de la formule ci-jointe, ⁽¹⁾ qui a été approuvée par le Gouvernement canadien, sous réserve de toutes modifications qui pourront être approuvées soit par le représentant de l'Armée des États-Unis et le Commissaire spécial, soit par l'Attaché militaire des États-Unis et le ministère des Transports, suivant le cas.
- c) Toutes les transactions opérées en vertu des présentes le seront sous réserve des dispositions et conditions suivantes:
- (i) Les États-Unis pourront continuer d'occuper les lieux cédés, sans frais supplémentaires et aussi longtemps qu'ils le désireront, mais en aucun cas au delà de la durée de la guerre et des six (6) mois subséquents.
 - (ii) Le Gouvernement canadien remboursera au Gouvernement des États-Unis tous loyers versés aux termes des baux intéressant l'occupation desdits lieux à compter du 7^e jour de septembre 1943 et assumera l'obligation de payer tous loyers dus ou qui deviendront dus à la date d'entrée en vigueur de la cession, ainsi que toutes autres obligations expresses ou implicites, contractées par le Gouvernement des États-Unis en vertu des baux, y compris, le cas échéant, l'obligation de réparer. Dans le cas des baux conclus par le Gouvernement des États-Unis, ou cédés au Gouvernement après le 7^e jour de septembre 1943 par ses entrepreneurs travaillant en régie intéressée, le Gouvernement canadien fera remboursement au Gouvernement des États-Unis à compter de la date de l'acquisition ou de la date de la cession, suivant le cas.
 - (iii) La propriété de toutes améliorations apportées aux lieux cédés par le Gouvernement des États-Unis restera au Gouvernement jusqu'à ce que lesdites améliorations aient été évaluées et liquidées en conformité de la 33^e Recommandation de la Commission permanente canado-américaine de défense ou de tout autre accord entre les deux pays qui pourra compléter ou remplacer ladite Recommandation.
- d) Il est entendu que la procédure exposée dans les présentes au sujet de la cession des baux s'appliquera à tous les cas de prise à bail de terrains par le Gouvernement des États-Unis, mais que les baux détenus par le Gouvernement des États-Unis à l'égard de locaux de bureaux ou de logements ou à l'égard de tout ou partie d'immeubles existants ne seront pas assujettis à ces procédures et ententes.

(1) Voir Annexe ci-dessous.

ANNEX

FORM OF INDENTURE REFERRED TO IN PARAGRAPH 2 (b)
OF THE MEMORANDUM ATTACHED TO NOTE 141 OF
DECEMBER 28, 1944 FROM THE SECRETARY OF STATE FOR
EXTERNAL AFFAIRS

THIS INDENTURE made the _____ day of
One thousand nine hundred and forty-

BETWEEN—

THE UNITED STATES OF AMERICA, hereinafter called “the Assignor”,
Of the First Part;

—and—

HIS MAJESTY THE KING, represented herein by the Minister of
hereinafter called “the Assignee”,
Of the Second Part;

—and—

hereinafter, called “the Lessor”,
Of the Third Part.

WHEREAS by a lease (hereinafter referred to as “the said lease”) dated
the _____ day of _____, 19____, the
Lessor demised and leased to the Assignor certain lands and premises herein-
after called “the said land”, situate, lying and being in
for the term of _____, 19____, to _____, 19____,
renewable as therein provided, at the yearly rent of _____ dollars
(\$ _____) and subject to the covenants and agreements therein contained,
all of which will by reference to the said lease at length and more fully appear;

AND WHEREAS the Assignor has agreed to assign unto the Assignee the said
lease;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of
certain good and valuable considerations which the Assignor acknowledges to
have received, the Assignor doth hereby grant, assign, transfer and set over
unto the Assignee, His Successors and Assigns, the said land together with the
residue unexpired of the said term, and the said lease and all benefit and
advantage to be derived therefrom.

TO HAVE AND TO HOLD the same unto the Assignee, His Successors and
Assigns, for and during the residue of the term granted by the said lease and
for all the estate, term and other interest of the Assignor thereunder, subject to
the payment of the rent and the observance and performance of the Assignor's
covenants, agreements and conditions in the said lease reserved and contained.

The Assignor covenants with the Assignee that the rent reserved under the
said lease has been duly paid up to the day of _____, and
that the covenants and conditions therein have been duly observed and per-
formed by the Assignor up to the date hereof, and the Assignee covenants to
pay rent from the _____ day of _____, 194____.

ANNEXE

FORMULE DE CONTRAT MENTIONNÉE AU PARAGRAPHE
2 b) DU MÉMOIRE JOINT À LA NOTE N° 141 du 28 DÉCEMBRE
1944 DU SECRÉTAIRE D'ÉTAT AUX AFFAIRES EXTÉRIEURES

CONTRAT intervenu ce jour de
mil neuf cent quarante-

ENTRE

LES ÉTATS-UNIS D'AMÉRIQUE, ci-après appelés "le Cédant",
de la première part;

—et—

SA MAJESTÉ LE ROI, représenté à cet effet par le Ministre de
ci-après appelé "le Cessionnaire",

de la deuxième part;

—et—

ci-après appelé le “Bailleur”,
de la troisième part.

CONSIDÉRANT qu'en vertu d'un bail (ci-après appelé "ledit bail") daté du
jour de 19

le Bailleur a cédé et loué au Cédant certains terrains et locaux ci-après appelés "ledit terrain" sis à

pour le terme du 19 au 19
 ledit bail étant renouvelable à certaines conditions y stipulées, contre un loyer
 annuel de dollars (\$) et sous réserve des conventions
 et accords y énoncés, le tout étant consigné au long et plus complètement dans
 ledit bail;

ET CONSIDÉRANT que le Cédant a convenu de céder au Cessionnaire ledit bail;

EN CONSÉQUENCE, le présent contrat atteste qu'en retour de certaines contre-parties en argent, bonnes et valables, que le Cédant reconnaît avoir reçues, le Cédant, par ces présentes, accorde, cède, transfère et remet au Cessionnaire, à ses successeurs et ayants droit, ledit terrain de même que la partie non expirée dudit terme, ainsi que ledit bail et tous bénéfices et avantages pouvant en être retirés.

QUE le Cessionnaire ou ses successeurs et ayants droit, possède et garde ledit terrain, durant la période non expirée du terme stipulé dans ledit bail, ainsi que l'intégrité des biens, le terme et tout autre intérêt du Cédant faisant l'objet dudit bail, sous réserve de l'acquittement du loyer et de l'observation et exécution des conventions, accords et conditions réservés et énoncés dans ledit bail par le Cédant.

Le Cédant convient avec le Cessionnaire que le loyer stipulé en vertu dudit bail a été dûment acquitté jusqu'au jour de _____, et que les conventions et conditions stipulées dans ledit bail ont été dûment observées et exécutées par le Cédant jusqu'à la date de ces présentes, et le Cessionnaire convient d'acquitter le loyer à compter du jour de _____

194

The Lessor consents to the foregoing assignment of the said lease and of all rights demised and leased thereunder and accepts the Assignee as the lessee under the said lease, reserving all rights in respect of future assignments, and acknowledges that the rent payable under the said lease has been paid to the day of 194 .

It is hereby declared and agreed that these Presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED
by the Assignor in the presence of—

}

SIGNED, SEALED AND DELIVERED
by the Assignee in the presence of—

}

SIGNED, SEALED AND DELIVERED
by the Lessor in the presence of—

}

Le Bailleur consent à la cession précitée dudit bail et de tous les droits cédés et loués en vertu dudit bail et accepte le Cessionnaire pour locataire sous le régime dudit bail, se réservant tous droits à l'égard de cessions futures, et reconnaît que le loyer acquittable en vertu dudit bail a été acquitté jusqu'au
jour de 194

Il est déclaré et convenu par ces présentes que le présent contrat, avec tout ce qu'il renferme, s'appliquera au bénéfice des parties et liera lesdites parties ainsi que leurs héritiers, exécuteurs, administrateurs, successeurs et ayants droit, respectivement.

EN FOI DE QUOI les parties à ces présentes ont souscrit le présent contrat à la date indiquée en tête de ces présentes.

SIGNÉ, SCELLÉ ET LIVRÉ
par le Cédant en présence de

}

SIGNÉ, SCELLÉ ET LIVRÉ
par le Cessionnaire en présence de

}

SIGNÉ, SCELLÉ ET LIVRÉ
par le Bailleur en présence de

}

II

*The United States Ambassador to Canada
to the Secretary of State for External Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

OTTAWA, December 30, 1944.

No. 262

SIR:

I have the honor to acknowledge the receipt of your note No. 141 of December 28, 1944, concerning the acquisition by the Canadian Government of land required by the United States for the purpose of carrying out defence projects in Canada.

In reply I am pleased to be able to inform you that the proposals for the purpose of solving the problem of acquisition of land for United States defence projects, which are set forth in the memorandum enclosed with your note, are acceptable to my Government.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON

II

*L'Ambassadeur des États-Unis au Canada
au Secrétaire d'État aux Affaires extérieures*

AMBASSADE DES ÉTATS-UNIS D'AMÉRIQUE

OTTAWA, le 30 décembre 1944

N° 262

MONSIEUR LE SECRÉTAIRE D'ÉTAT,

J'ai l'honneur d'accuser réception de votre note n° 141 du 28 décembre 1944 concernant l'acquisition par le Gouvernement canadien des terrains dont les États-Unis ont besoin pour des installations de défense au Canada.

En réponse à votre note, je suis heureux de pouvoir vous informer que mon Gouvernement souscrit aux propositions énoncées dans le mémoire annexé à votre note, visant à résoudre le problème de l'acquisition de terrains pour les installations de défense des États-Unis.

Veillez agréer, Monsieur le Secrétaire d'État, les assurances renouvelées de ma très haute considération.

RAY ATHERTON

Gov. Doc
Can
E

Canada. External Affairs, Dept. of

(CANADA)

TREATY SERIES, 1944

No. 35

EXCHANGE OF NOTES

(November 22 and December 20, 1944)

BETWEEN

CANADA

AND

THE UNITED STATES OF AMERICA

CONSTITUTING AN AGREEMENT

CONCERNING

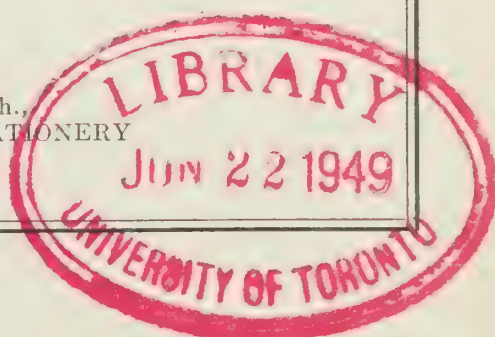
THE POST-WAR DISPOSITION
OF UNITED STATES DEFENCE PROJECTS
IN CANADA

—
In force December 20, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1949

Price: 25 cents



CANADA

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OTTAWA
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1949

SUMMARY

PAGE

- I. Note, dated November 22, 1944, from the Canadian Ambassador to the United States of America, to the Secretary of State of the United States of America..... 3
- II. Note, dated December 20, 1944, from the Secretary of State of the United States of America to the Canadian Ambassador to the United States of America..... 5

**EXCHANGE OF NOTES (NOVEMBER 22 AND DECEMBER 20, 1944)
BETWEEN CANADA AND THE UNITED STATES OF AMERICA
CONSTITUTING AN AGREEMENT CONCERNING THE POST-WAR
DISPOSITION OF UNITED STATES DEFENCE PROJECTS IN
CANADA**

I

*The Canadian Ambassador to the United States of America
to the Secretary of State of the United States of America*

CANADIAN EMBASSY

WASHINGTON, November 22, 1944.

No. 399

SIR:

Under instructions from my Government, I have the honour to refer to recent discussions with respect to the post-war disposition of defence projects, installations and facilities built or provided in Canada by the Government of the United States. This matter was the subject of a recommendation of the Canada-United States Permanent Joint Board on Defence, adopted on January 13, 1943, and subsequently embodied in an Exchange of Notes dated January 27, 1943.*

After further study, and in the light of experience in connection with specific agreements already reached, it appeared desirable to the Board to amend its earlier recommendation and to make the revised recommendation applicable to all projects, disposition of which remains unsettled. Accordingly, on September 7, 1944, the Board adopted the following recommendation:

"The Permanent Joint Board on Defence recommends that the following formula be applied to the disposition of all defence facilities constructed or provided in Canada by the United States (and *mutatis mutandis* to any defence facilities constructed or provided in the United States by Canada) which have not already been dealt with.

Immovables

A—The Government of the United States shall, within three months from the date of the approval of this Recommendation, supply the Government of Canada with a list of immovables (hereinafter referred to as facilities) which it desires to make subject to the provisions of this Recommendation.

B—In the case of each of the facilities included in the list referred to in A, the Canadian Government and the United States Government will each appoint one qualified appraiser whose joint duty it will be to appraise such facility in order to determine the fair market value thereof at the time and place of appraisal. If the two appraisers cannot agree on the fair market value, they will select a third appraiser to determine this value. The amount set by the appraisers shall be

* For the text of the Exchange of Notes of January 27, 1943, see *Canada Treaty Series*, 1943, No. 2.

paid to the United States Government by the Government of Canada, provided that the foregoing paragraphs A and B shall not apply to any facilities heretofore specifically provided for.

- C—Any existing facility not included in the United States list shall, within one year after the cessation of hostilities, be relinquished, without cost, to the Crown either in the right of Canada or in the right of the Province in which the same or any part thereof lies, as may be appropriate under Canadian law.

Movables

- A—The Government of the United States shall remove from Canada all those items which it desires.
- B—The Government of Canada shall arrange through the appropriate governmental agencies for the purchase from the United States of such remaining items as it desires to obtain for its own use or disposition.
- C—All other movables shall be transferred to a designated agency of the Canadian Government and shall be sold or disposed of by such agency, the proceeds to be paid to the Government of the United States, *provided that*, in connection with items referred to in paragraph C, the United States Government shall be represented by an officer designated by it for that purpose, who shall have an equal voice, in the setting of prices, the allocation of priorities, the assessment of legitimate sales costs and other details of the sale or other disposal of the items concerned; *and provided further that* any such items remaining unsold at the end of two years from the time they are transferred to the Canadian agency concerned shall either be declared of no value and the account closed or, at the option of the United States, shall be removed from Canada by the United States authorities."

I have been directed to inform you that this recommendation has been approved by the Government of Canada, subject to the following proviso:

"That, as there are certain facilities whose disposal would entail expenses such as custody and demolition, any expense of such a character would be taken into consideration in the final accounting."

and to propose that, if the foregoing is acceptable to the Government of the United States, this note and your reply thereto shall be regarded as placing on record the understanding arrived at between the two Governments concerning this matter.

Accept, Sir, the renewed assurances of my highest consideration.

L. B. PEARSON,
For the Ambassador.

II

*The Secretary of State of the United States of America
to the Canadian Ambassador to the United States of America*

DEPARTMENT OF STATE

WASHINGTON, December 20, 1944.

EXCELLENCY:

I have the honour to acknowledge the receipt of your note No. 399, November 22, 1944, referring to recent discussions on the disposition of defence projects, installations and facilities built or provided in Canada by the Government of the United States and informing me of the approval by the Canadian Government of the 33rd Recommendation of the Permanent Joint Board on Defence, United States and Canada, on this subject. The 33rd Recommendation amends and supersedes the 28th Recommendation of the Board which was embodied in the exchange of notes of January 27, 1943.

The United States Government has been pleased to observe that, pursuant to the 28th Recommendation specific agreements have already been reached covering the disposition of the major defence projects constructed by the United States in Canada. It is considered that the current Recommendation of the Board is suitable for application to all projects, disposition of which remains unsettled and I am glad, therefore, to inform you that the Government of the United States approved the 33rd Recommendation on November 11, 1944.

It is noted that the Canadian Government's approval is subject to the following proviso:

"That, as there are certain facilities whose disposal would entail expenses such as custody and demolition, any expense of such a character would be taken into consideration in the final accounting."

In accepting the Canadian Government's proviso to the 33rd Recommendation, I believe it useful to mention that it is understood by this Government from an explanatory memorandum kindly furnished by the Canadian authorities that expenses of custody and demolition will be taken into account by the appraisers and will through their findings be reflected in the final accounting.

In conclusion I may state that the United States Government accepts the proposal that your note under reference and this reply shall be regarded as placing on record the understanding arrived at between the two Governments on this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

EDWARD R. STETTINIUS, Jr.

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(CANADA)

TREATY SERIES, 1944

No. 36

FINAL ACT
OF THE
INTERNATIONAL CIVIL AVIATION
CONFERENCE

Held at Chicago from November 1 to December 7, 1944



OTTAWA
EDMOND CLOUTIER
PRINTER TO THE KING'S MOST EXCELLENT MAJESTY
1945

Price, 25 cents

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SUMMARY

PAGE

Final Act.....	3
----------------	---

APPENDICES—

I. Interim Agreement on International Aviation.....	22
II. Convention on International Civil Aviation.....	34
III. International Air Services Agreement.....	57
IV. International Air Transport Agreement.....	60
V. Drafts of Technical Annexes.....	64

FINAL ACT OF THE INTERNATIONAL CIVIL AVIATION CONFERENCE HELD AT CHICAGO FROM NOVEMBER 1 to DECEMBER 7, 1944

The Governments of Afghanistan, Australia, Belgium, Bolivia, Brazil, Canada, Chile, China, Colombia, Costa Rica, Cuba, Czechoslovakia, Dominican Republic, Ecuador, Egypt, El Salvador, Ethiopia, France, Greece, Guatemala, Haiti, Honduras, Iceland, India, Iran, Iraq, Ireland, Lebanon, Liberia, Luxembourg, Mexico, Netherlands, New Zealand, Nicaragua, Norway, Panama, Paraguay, Peru, Philippine Commonwealth, Poland, Portugal, Spain, Sweden, Switzerland, Syria, Turkey, Union of South Africa, United Kingdom, United States of America, Uruguay, Venezuela, and Yugoslavia;

Having accepted the invitation extended to them by the Government of the United States of America to be represented at an International Civil Aviation Conference;

Appointed their respective delegates, who are listed below by countries in the order of alphabetical precedence:

AFGHANISTAN

Abdol Hosayn Aziz, Minister to the United States; *Chairman of the Delegation.*

Said Tadjeddin, First Secretary, Afghan Legation, Washington.

Sher Mohamed Quraishi.

AUSTRALIA

Arthur S. Drakeford, Minister for Air and Minister for Civil Aviation; *Chairman of the Delegation.*

Daniel McVey, Director General of Civil Aviation.

Lieutenant-Colonel W. R. Hodgson, Secretary, Department of External Affairs.

Captain E. C. Johnston, Assistant Director General of Civil Aviation.

BELGIUM

Viscount Alain du Parc, Minister Plenipotentiary, Belgian Embassy, New York; *Chairman of the Delegation.*

Joseph Jennen, Commercial Counsellor for Supply, Belgian Embassy, Washington.

Joseph Nisot, Legal Adviser, Belgian Embassy, New York.

Emil Allard, Professor, University of Brussels and Liege.

Major Jean Verhaegen, Belgian Air Force.

BOLIVIA

Lieutenant-Colonel Alfredo Pacheco, Military and Air Attaché, Bolivian Embassy, Washington; *Chairman of the Delegation.*

Federico A. Rocha, President, Lloyd Aero Boliviano.

BRAZIL

Hahnemann Guimaraes, Solicitor General; *Chairman of the Delegation.*

Alberto de Mello Flores, Director of Construction, Ministry of Aeronautics.

Lieutenant-Colonel Clovis M. Travassos, Air Attaché, Brazilian Embassy, Washington.

CANADA

C. D. Howe, Minister of Reconstruction; *Chairman of the Delegation*.
H. J. Symington, President, Trans-Canada Air Lines.
J. A. Wilson, Director of Air Services, Department of Transport.

CHILE

Brigadier-General Rafael Sáenz, Vice-President, Chilean National Airline;
Chairman of the Delegation.
Colonel Gregorio Bisquert, Director, Civil Aeronautics Administration.
Colonel Raúl Magallanes, Judge Advocate, Chilean Air Force.

CHINA

Kia-ngau Chang, Adviser to the Chinese Government; former Minister of
Communications; *Chairman of the Delegation*.
Major-General Pang-tsu Mow, Deputy Director of the Commission on
Aeronautical Affairs.
Chieh Liu, Minister Plenipotentiary, Chinese Embassy, Washington.

COLOMBIA

Luis Tamayo, Minister Plenipotentiary-Consul General, New York; *Chair-
man of the Delegation*.
Luis Guillermo Echeverri, Minister of Communications.
Guillermo E. Suárez, Commercial Counsellor, Colombian Embassy,
Washington.
Colonel Ernesto Buenaventura, Colombian Air Force; former Military
Attaché, Colombian Embassy, Washington.
Lieutenant-Colonel Jorge Méndez Calvo, Colombian Air Force.

COSTA RICA

Román Macaya; *Chairman of the Delegation*.
Mario Saborio.
Jaime Carranza.
Edward William Scott; *Adviser*.

CUBA

Felipe Pazos, Commercial Attaché, Cuban Embassy, Washington, repre-
senting the Ministry of State; *Chairman of the Delegation*.
Oscar Santa Maria, representing the Ministry of Communications.
Mario Torres Menier, representing the Ministry of Commerce.
Alberto Boada, representing the National Transport Commission; *Secretary
to the Delegation*.

CZECHOSLOVAKIA

Air Vice-Marshal Karel Janoušek, Inspector-General of the Czechoslovak
Air Forces; *Chairman of the Delegation*.
Lieutenant-Colonel Alexander Hess, Assistant Military and Air Attaché,
Czechoslovak Embassy, Washington; *Vice-Chairman of the Delegation*.
Flight-Lieutenant Josef Dubsky, R.A.F.
Kamil Kleiner.
Squadron Leader Stanislav Krejcik, R.A.F.
Squadron Leader Frantisek Martinek, R.A.F.
Milan Pitlik.

DOMINICAN REPUBLIC

Charles A. McLaughlin, Technical Colonel, Army of the Dominican Repub-
lic; *Chairman of the Delegation*.

ECUADOR

José A. Correa, First Secretary, Ecuadoran Embassy, Washington; *Chairman of the Delegation.*

Jorge J. Trujillo.

Ernesto Bonilla.

Carlos de la Paz.

Francisco Gomez Jurado.

EGYPT

Mahmoud Bey Hassan, Minister to the United States; *Chairman of the Delegation.*

Mohamed Bey Roushdy, Director General of Civil Aviation.

Mohamed Ali Fahmy, Controller, Section of Aviation Inspection.

Osman Hamdy, Controller, Section of Aeronautical Navigation and Aerodromes.

Lieutenant-Colonel Mohamed Abdel Halim Khalifa, R.E.A.F.

EL SALVADOR

Francisco Parraga; *Chairman of the Delegation.*

Armando Llanos.

ETHIOPIA

Blatta Ephrem Tewelde Medhen, Minister to the United States; *Chairman of the Delegation.*

Getahoun Tesemma, First Secretary, Ethiopian Legation, Washington; *Alternate Delegate.*

FRANCE

Max Hymans, former Cabinet Minister; Director of Air Transport; *Chairman of the Delegation.*

Claude Lebel, Chief, Transport Division, Ministry of Foreign Affairs.

Pierre Locussol, Deputy Chief, Office of the Air Minister.

André Bourges, Civil Engineer of Aviation; Attaché, Office of the Air Minister.

GREECE

Major-General Demetrios T. N. Botzaris; *Chairman of the Delegation.*

Alexander Argyropoulos.

Group Captain John Hadjinikolis, R.H.A.F.

Wing Commander Renos Pongis, R.H.A.F.

Squadron Leader Demetrios Coundouris, R.H.A.F.

GUATEMALA

Colonel Oscar Morales López, Chief of the Guatemalan Army Air Force; Director General of Civil Aeronautics; *Chairman of the Delegation.*

Francisco Linares Aranda, Second Secretary, Guatemalan Embassy, Washington.

HAITI

Captain Edouard Roy, Commanding Officer of the Aviation Corps; *Chairman of the Delegation.*

HONDURAS

Emilio P. Lefebvre; *Chairman of the Delegation.*

Colonel Joseph B. Pate.

Jose Augusto Rodríguez.

ICELAND

Thor Thors, Minister to the United States; *Chairman of the Delegation*.
Agnar Kofoed-Hansen, Special Adviser to Icelandic Government in Aviation.
Gudmundar Hliddal, Director of Posts and Telegraphs.
Sigurdur Thoroddsen, Civil Engineer; Member of Icelandic Parliament.

INDIA

Sir Girja Shankar Bajpai, Agent General for India; *Chairman of the Delegation*.
Sir Gurunath Bewoor, Secretary to the Government of India, Posts and Air Department.
Sir Frederick Tymms, Director of Civil Aviation in India.
Sirdar G. D. Singh, Civil Aviation Directorate.
S. C. Sen, Civil Aviation Directorate; *Delegate and Secretary*.

IRAN

Mohammed Shayesteh, Minister to the United States; *Chairman of the Delegation*.
Hossein Navab, Consul General, New York.
Taghi Nassr, Iranian Trade and Economic Commissioner, New York.
Colonel Mahmoud Khosrovani.

IRAQ

Ali Jawdat, Minister to the United States; *Chairman of the Delegation*.
Colonel Sami Fattah, Chief of the Royal Iraqi Air Force.
Akram Mushtaq, Director of Civil Aviation of Iraq.
Ali Fuad, Director of Basra Civil Airport.

IRELAND

Robert Brennan, Minister to the United States; *Chairman of the Delegation*.
John Leydon, Permanent Secretary, Department of Industry and Commerce.
John J. Hearne, High Commissioner at Ottawa.
Timothy J. O'Driscoll, Principal Officer, Aviation and Marine Division, Department of Industry and Commerce.

LEBANON

Camille Chamoun, Minister in London; *Chairman of the Delegation*.
Faouzi El-Hoss.

LIBERIA

Walter F. Walker, Consul General, New York; *Chairman of the Delegation*.
John Lewis Cooper, Chief, Radio Service of Liberia.

LUXEMBOURG

Hugues Le Gallais, Minister to the United States; *Chairman of the Delegation*.

MEXICO

Colonel Pedro A. Chapa, representing the Ministry of Communications and Public Works; *Chairman of the Delegation*.
José L. Cossío, representing the Ministry of Foreign Relations.
Guillermo González, Engineer, representing the Ministry of Communications and Public Works.
Luis Andrade, representing the Ministry of National Economy.

NETHERLANDS

- M. P. L. Steenberghe, Chairman of the Netherlands Economic, Financial, and Shipping Mission; *Chairman of the Delegation*.
B. Kleijn Molekamp, Minister Plenipotentiary, Netherlands Embassy, Washington.
F. C. Aronstein, Member, Netherlands Economic, Financial, and Shipping Mission; Adviser to the Minister of Overseas Territories.
F. H. Copes van Hasselt, Legal Adviser in Aviation Matters, Department of Public Works and Transport.

NEW ZEALAND

- Hon. D. G. Sullivan, Minister of Industries, Commerce, Supply, and Munitions; Member of War Cabinet, Wellington; *Chairman of the Delegation*.
Hon. C. A. Berendsen, Minister to the United States, Washington.
Foss Shanahan, Prime Minister's Department (External Affairs Department).
Air Commodore Arthur de T. Nevill, Vice Chief of Air Staff, Washington.

NICARAGUA

- Richard E. Frizell; *Chairman of the Delegation*.

NORWAY

- Wilhelm Munthe de Morgenstierne, Ambassador to the United States; *Chairman of the Delegation*.
Knud Soemme, Member, Board of Directors, Royal Norwegian Air Transport.
Johan Georg Raeder, Commercial Counsellor, Norwegian Embassy, London.
Major Alf Heum, R.N.A.F., Chief, Section for Civil Aviation, Ministry of Defense.

PANAMA

- Carlos Icaza; *Chairman of the Delegation*.
Inocencio Galindo, Engineer.
Enrique Lefevre, Engineer.
Narciso E. Garay, First Secretary, Panamanian Embassy, Washington.

PARAGUAY

- Lieutenant-Commander A. Daniel Candia, Naval Attaché Paraguayan Embassy, Washington; *Chairman of the Delegation*.

PERU

- General Armando Revoredo, Air Attaché, Peruvian Embassy, Washington; *Chairman of the Delegation*.
José Koechlin, Chairman, Aviation Committee of the Chamber of Deputies.
Luis Alvarado, Minister Counsellor, Ottawa.
Federico Elguera, Consul General, Chicago.
Lieutenant-Commander Guillermo van Oordt, Peruvian Air Force.

PHILIPPINE COMMONWEALTH

- Jaime Hernandez, Secretary of Finance; *Chairman of the Delegation*.
Urbano A. Zafra, Economic Adviser to the President of the Philippine Commonwealth; *Acting Chairman of the Delegation*.
Colonel Manuel Nieto, Secretary of Agriculture and Commerce.
Joseph H. Folev, Manager, Philippine National Bank, New York Agency, Philippine Commonwealth.

POLAND

- Jan Ciechanowski, Ambassador to the United States; *Chairman of the Delegation*.
- Zbyslaw Ciolkosz, Director, Civil Aviation Department, Ministry of Commerce, Industry, and Shipping; *Vice-Chairman of the Delegation*.
- Stefan J. Konorski, Legal Adviser, Civil Aviation Department, Ministry of Commerce, Industry, and Shipping.
- Henryk Gorecki, Chairman, Air Communications Committee, State Air Council; former Managing Director, "Lot" Air Lines.
- Ludwik H. Gottlieb, International Organizations Department, Ministry of Foreign Affairs.
- Stanislaw Szule, Industry Department, Ministry of Commerce, Industry, and Shipping.
- Group Captain Witould Urbanowicz, Air Attaché, Polish Embassy, Washington.

PORTUGAL

- Mario de Figueiredo, former Cabinet Minister, Professor of Law, University of Coimbra; *Chairman of the Delegation*.
- Brigadier Alfredo Delesque dos Santos Cintra, Vice-President, National Air Council.
- Duarte Pinto Basto de Gusmão Calheiros, Assistant Postmaster General.
- Vasco Vieira Garin, Counsellor, Portuguese Embassy, Washington; Portuguese Charge d'Affaires *ad interim*.

SPAIN

- Esteban Terradas e Illa, President, Board of the National Institute of Aeronautical Technology; *Chairman of the Delegation*.
- German Baraibar y Usandizaga, Diplomatic Officer with rank of Minister; *Vice-Chairman of the Delegation*.
- Colonel Juan Bono Boix, Director General of Civil Aviation.
- Colonel Francisco Vives Camino, Director General of Ground Construction.
- Lieutenant-Colonel Luis Azcárraga Pérez Caballero, Director General of Flight Protection.
- César Gómez Lucia, Managing Director, Iberia Airline.
- Major Ultano Kindelan, Assistant Air Attaché, Spanish Embassy, London.

SWEDEN

- Ragnar Kumlin, Envoy Extraordinary and Minister Plenipotentiary to Brazil; *Chairman of the Delegation*.
- Tord Knutsson Angström, Assistant Director of Civil Aviation.
- Per Adolf Norlin, General Manager, Swedish Intercontinental Air Lines.
- Gustaf Allan Hultman, Chief of Section, General Postal Administration.

SWITZERLAND

- Charles Bruggmann, Minister to the United States; *Chairman of the Delegation*.
- Eduard Feer, Counsellor of Legation, Swiss Legation, Washington; *Alternate Chairman of the Delegation*.
- Eduard Amstutz, Delegate for Civil Aeronautics.
- Louis Clerc, Chief, Swiss Air Office.
- Jean Merminod, Chief, Section for Transports, Division of Foreign Affairs.
- Henry Pillichody, Special Representative, Swiss National Office of Transportation.

SYRIA

Noureddeen Kahale; *Chairman of the Delegation.*

TURKEY

Sükrü Koçak, President, Turkish Aeronautical League; *Chairman of the Delegation.*

Ferruh Sahinbas, Director General of State Airways.

Orhan H. Erol, Counsellor, Turkish Embassy, Washington.

UNION OF SOUTH AFRICA

S. F. N. Gie, Minister to the United States; *Chairman of the Delegation.*

John Martin: *Co-Delegate.*

UNITED KINGDOM

Lord Swinton, Minister of Civil Aviation; *Chairman of the Delegation.*

Sir Arthur Street, Permanent Under Secretary, Air Ministry.

Sir George London, Government of Newfoundland.

W. P. Hildred, Director of Civil Aviation, Air Ministry.

J. H. Magowan, Minister, British Embassy, Washington.

W. C. G. Cribbett, Assistant Under Secretary, Air Ministry.

G. G. FitzMaurice, Legal Adviser, Foreign Office.

A. J. Walsh, Newfoundland.

UNITED STATES OF AMERICA

Adolf A. Berle, Jr., Assistant Secretary of State; *Chairman of the Delegation.*

Josiah W. Bailey, Chairman, Committee on Commerce, United States Senate.

Owen Brewster, Member, Committee on Commerce, United States Senate.

Alfred L. Bulwinkle, House of Representatives.

William A. M. Burden, Assistant Secretary of Commerce for Air.

Rear Admiral Richard E. Byrd, U.S.N., Retired.

Fiorello H. LaGuardia, Chairman, United States Section, Permanent Joint Board on Defence (Canada-United States).

L. Welch Pogue, Chairman, Civil Aeronautics Board.

Edward Warner, Vice-Chairman, Civil Aeronautics Board.

Charles A. Wolverton, House of Representatives.

URUGUAY

Captain Carlos Carbajal, Uruguayan Navy; *Chairman of the Delegation.*

Colonel Medardo R. Farias, Military Attaché for Air, Uruguayan Embassy, Washington.

VENEZUELA

Colonel Juan de Dios Celis Paredes, Ex-Minister of War and Navy; *Chairman of the Delegation* (absent).

Francisco J. Sucre, Director of Communications, Ministry of Public Works; *Acting Chairman of the Delegation.*

Julio Blanco Ustáriz, Legal Adviser.

YUGOSLAVIA

Vladimir M. Vukmirović, Consul General, Chicago; *Chairman of the Delegation.*

Squadron Leader (Captain First Class) Nenad Dj. Mirosavljević, Chief, Civil Aviation Division, Yugoslav Ministry of War.

Flight Lieutenant Predrag Sopalović.

who met at Chicago, Illinois, on November 1, 1944, under the Temporary Presidency of Adolf A. Berle, Jr., Chairman of the Delegation of the United States of America.

Henrik de Kauffmann, Danish Minister at Washington, and Mom Rajawongse Seni Pramoj, Thai Minister at Washington, attended the First Plenary Session in response to an invitation extended by the Government of the United States to be present in a personal capacity. The Conference, on the recommendation of the Committee on Credentials, approved the attendance of the Danish Minister and the Thai Minister at the remaining sessions of the Conference.

Warren Kelchner, Chief of the Division of International Conferences, Department of State of the United States, was designated, with the approval of the President of the United States, as Secretary General of the Conference, and Theodore P. Wright, Administrator of Civil Aeronautics, Civil Aeronautics Administration, Department of Commerce of the United States, was designated Technical Secretary of the Conference.

Adolf A. Berle, Jr., Chairman of the Delegation of the United States of America, was elected Permanent President of the Conference at the Second Plenary Session, held on November 2, 1944.

Max Hymans, Chairman of the Delegation of France, and Kia-ngau Chang, Chairman of the Delegation of China, were elected Vice-Presidents of the Conference.

The Executive Committee, composed of the Chairmen of the respective Delegations, and presided over by the Temporary President of the Conference, appointed a Steering Committee of the Conference, with the following membership:—

STEERING COMMITTEE

Adolf A. Berle, Jr., United States of America; *Chairman ex Officio*.
 Abdol Hosayn Aziz (Afghanistan).
 Hahnemann Guimarães (Brazil).
 C. D. Howe (Canada).
 Kia-ngau Chang (China).
 Luis Tamayo (Colombia).
 Blatta Ephrem Tewelde Medhen (Ethiopia).
 Max Hymans (France).
 M. P. L. Steenberghe (Netherlands).
 Wilhelm Munthe de Morgenstierne (Norway).
 Lord Swinton (United Kingdom).
 Captain Carlos Carbajal (Uruguay).

The Temporary President appointed the following members of the General Committee constituted by the Conference:—

COMMITTEE ON NOMINATIONS

General Armando Revoredo (Peru); *Chairman*.
 Felipe Pazos (Cuba).
 Sir Gurunath Bewoor (India).
 Hugues Le Gallais (Luxembourg).
 Jan Ciechanowski (Poland).

COMMITTEE ON CREDENTIALS

Arthur S. Drakeford (Australia); *Chairman*.
 Mahmoud Bey Hassan (Egypt).
 Group Captain John Hadjinikolis (Greece).
 Wilhelm Munthe de Morgenstierne (Norway).
 Carlos Icaza (Panama).

COMMITTEE ON RULES AND REGULATIONS

S. F. N. Gie (Union of South Africa); *Chairman*.
 Brigadier General Rafael Sáenz (Chile).
 Air Vice Marshal Karel Janoušek (Czechoslovakia).
 Thor Thors (Iceland).
 Walter F. Walker (Liberia).

On November 30, 1944, the Co-ordinating Committee was appointed by the Executive Committee, with the following membership:—

CO-ORDINATING COMMITTEE

John Martin (Union of South Africa), Chairman of Committee I.
 F. C. Aronstein (Netherlands), Alternate for Chairman of Committee II.
 Stokeley W. Morgan (United States), alternate for Chairman of Committee III.
 Edmundo Panna Barbosa da Silva (Brazil), alternate for Chairman of Committee IV.
 Escott Reid (Canada).
 Luis Machado (Cuba).
 W. C. G. Cribbett (United Kingdom).

The Conference was divided into four Technical Committees. The officers of these Committees, as elected by the Conference, and officers of the Subcommittees established by the Committees, are listed below:—

COMMITTEE I

MULTILATERAL AVIATION CONVENTION AND INTERNATIONAL AERONAUTICAL BODY

Chairman: John Martin (Union of South Africa).
Vice-Chairman: Luis Tamayo (Colombia).
Secretary: Paul T. David.
Assistant Secretary: Virginia C. Little.

*Subcommittee 1**International Organization*

Chairman: Viscount Alain du Parc (Belgium).
Secretary: Paul T. David.

*Subcommittee 2**Air Navigation Principles*

Chairman: L. Welch Pogue (United States).
Secretary: Virginia C. Little.

*Subcommittee 3**Air Transportation Principles*

Chairman: H. J. Symington (Canada).
Secretary: Melvin A. Brenner.

COMMITTEE II

TECHNICAL STANDARDS AND PROCEDURES

Chairman: M. P. L. Steenberghe (Netherlands).
Vice-Chairman: A. D. McLean (Canada).
Reporting Delegate: Edward Warner (United States of America).
Secretary: Alfred S. Koch.
Assistant Secretary: Alfred Hand.

*Subcommittee 1**Communications Procedure: Airways System*

Chairmans Stanislaw Krzyckowski (Poland).
Vice-Chairman: W. A. Duncan (United Kingdom).
Reporting Member: F. W. Hancock (United Kingdom).
Secretary: Lloyd H. Simson.

*Subcommittee 2**Rules of the Air; Air Traffic Control Practices*

Chairman: Guillermo González (Mexico).
Vice-Chairman: Timothy J. O'Driscoll (Ireland).
Secretary: Kenneth Matucha.

*Subcommittee 3**Standards Governing the Licensing of Operating and Mechanical Personnel;
Log Books*

Chairman: Major Alf Heum (Norway).
Vice-Chairman: Colonel Armando Revoredo (Peru).
Reporting Member: R. D. Poland (United Kingdom).
Secretary: Robert D. Hoyt.

*Subcommittee 4**Airworthiness of Aircraft*

Chairman: Air Vice Marshal A. Ferrier (Canada).
Vice Chairman: Wing Commander J. M. Buckeridge (New Zealand).
Secretary: Omer Welling.

*Subcommittee 5**Registration and Identification of Aircraft*

Chairman: Colonel Ching-yee Liu (China).
Vice-Chairman: Captain E. C. Johnston (Australia).
Secretary: John T. Morgan.

*Subcommittee 6**Collection and Dissemination of Meteorological Information*

Chairman: J. Patterson (Canada).
Vice-Chairman: Major Jorge Marcano (Venezuela).
Secretary: Delbert M. Little.

*Subcommittee 7**Aeronautical Maps and Charts*

Chairman: Paul A. Smith (United States of America).
Vice-Chairman: F. H. Peters (Canada).
Reporting Member: Lieutenant-Colonel J. C. T. Willis
(United Kingdom).
Secretary: Jeremiah S. Morton.

*Subcommittee 8**Customs Procedures; Manifests*

Chairman: Vernon G. Crudge (United Kingdom).
Vice-Chairman: Joseph Pick (Czechoslovakia).
Secretary: Charles M. Howell, Jr.

*Subcommittee 9**Accident Investigation, Including Search and Salvage**Chairman:* Air Commodore Vernon-Brown (United Kingdom).*Vice-Chairman:* Rene de Ayala (Cuba).*Secretary:* Claude M. Sterling.*Subcommittee 10**Publications and Forms**Chairman:* Captain E. C. Johnston (Australia).*Vice-Chairman:* Jean Peset (France).*Secretary:* Floyd B. Brinkley.

COMMITTEE III

PROVISIONAL AIR ROUTES

Chairman: Adolf A. Berle, Jr. (United States of America).*Vice-Chairman:* Max Hymans (France).*Secretary:* Howard B. Railey.*Assistant Secretary:* Harry A. Bowen.*Subcommittee 1**Standard Form of Provisional Route Agreements**Chairman:* Wilhelm Munthe de Morgenstierne (Norway).*Reporting Member:* F. C. Aronstein (Netherlands).*Secretary:* Howard B. Railey.

COMMITTEE IV

INTERIM COUNCIL

Chairman: Hahnemann Guimaraes (Brazil).*Vice-Chairman:* Kia-ngau Chang (China).*Secretary:* George C. Neal.*Assistant Secretary:* Erwin R. Marlin.*Subcommittee 1**Composition and Organization of the Interim Council**Chairman:* S. F. N. Gie (Union of South Africa).*Secretary:* Erwin R. Marlin.*Subcommittee 2**Powers and Duties of the Interim Council**Chairman:* General Armando Revoredo (Peru).*Secretary:* George C. Neal.

The Final Plenary Session was held on December 7, 1944.

As a result of the deliberations of the Conference, as recorded in the minutes and reports of the respective Committees and Subcommittees and of the Plenary Sessions, the following instruments were formulated:—

INTERIM AGREEMENT ON INTERNATIONAL CIVIL AVIATION

Interim Agreement on International Civil Aviation, which is attached hereto as Appendix I.

CONVENTION ON INTERNATIONAL CIVIL AVIATION

Convention on International Civil Aviation, which is attached hereto as Appendix II.

INTERNATIONAL AIR SERVICES TRANSIT AGREEMENT

International Air Services Transit Agreement, which is attached hereto as Appendix III.

INTERNATIONAL AIR TRANSPORT AGREEMENT

International Air Services Transit Agreement, which is attached hereto as Appendix IV.

The following resolutions and recommendations were adopted:—

I

PREPARATION OF THE FINAL ACT

The International Civil Aviation Conference

RESOLVES:

That the Secretariat be authorized to prepare the Final Act in accordance with the suggestions proposed by the Secretary General in *Journal* No. 34, December 4, 1944, and that the Co-ordinating Committee review the text;

That the Final Act contain the definitive texts of the instruments formulated by the Conference in plenary session, and that no changes be made therein at the Final Plenary Session.

II

DRAFT TECHNICAL ANNEXES

WHEREAS:

The largest possible degree of international standardization of practice in many matters is important to safe, expeditious, and easy air navigation; and

WHEREAS:

These matters typically involve problems of great variety and complexity, and require that much new ground be explored; and

WHEREAS:

Considerable progress has been made, during the discussions of the present Conference, in the development of codes of practice agreed upon as proper by the technicians participating in the discussions, but the time has been too limited, and the number of personnel able to participate directly too small, to permit carrying the discussions to final conviction of the adequacy or correctness of certain of the determinations here made;

The International Civil Aviation Conference

RESOLVES:

That the drafts of annexes for an international civil aviation convention, which are attached hereto as Appendix V, be accepted by the Conference, upon the bases that:—

(a) The drafts as now presented shall be accepted by the participating States for immediate and continuing study;

(b) They shall be accepted as constituting models of the desirable scope and arrangement of the several annexes;

(c) The participating States undertake to forward to the Government of the United States (or to the Provisional International Civil Aviation Organization if it shall in the meantime have been established), by May 1, 1945, any recommendations which they may have for necessary additions, deletions, or amendments;

(d) The Government of the United States (or the Provisional International Civil Aviation Organization) will transmit such suggestions to the other participating States in anticipation of meetings of the technical committees to be established by the Provisional International Civil Aviation Organization for dealing with the subject matter of the various documents, such meetings to be held as soon as practicable thereafter for the purpose of ultimate acceptance of the annexes in final form for attachment to a convention.

(e) Meanwhile, in so far as the Technical Subcommittees have been able to agree on recommended practices, the States of the world, bearing in mind their present international obligations, are urged to accept these practices as ones toward which the national practices of the several States should be directed as far and as rapidly as may prove practicable.

III

TECHNICAL PERSONNEL

WHEREAS:

The development and maintenance of suitable international standards in matters relating to international air navigation will require constant analysis, by technically qualified personnel, of the development of the pertinent arts and of the various practices existing with respect thereto;

The International Civil Aviation Conference

RESOLVES:

That the Provisional International Civil Aviation Organization, as soon as possible after its organization, should employ in its Secretariat a suitable body of personnel, expert in the fields of aeronautical science and practice in which continuing study will be particularly needed; and that such technically qualified members of the Secretariat should be charged to analyze and report to the Provisional International Civil Aviation Organization on problems relating to the drafting of international standards and recommended practices and to conduct and report on such other studies as will promote the safe and efficient conduct of international air transportation.

IV

METRIC SYSTEM

WHEREAS:

A standard system of measurements in all rules and regulations pertaining to air traffic on international and intercontinental airways would greatly contribute to the safety of these operations; and

WHEREAS:

It is considered of high importance that figures used in rules and regulations and other data, with which air crews and other operational personnel have to deal in the preparation of and during flights over various countries, should consist of round figures which can easily be remembered;

The International Civil Aviation Conference

RESOLVES:

1. That in those cases in which it appears impracticable or undesirable to make use of the metric system as a primary international standard, units in publications and codes of practice directly affecting international air navigation should be expressed both in the metric and English systems; and

2. That the Provisional International Civil Aviation Organization shall make further unification of numbering and systems of dimensioning and specification of dimensions used in connection with international air navigation the subject of continuing study and recommendation.

V

TRANSFER OF TITLE TO AIRCRAFT

CONSIDERING:

That the sale of aircraft to be used in international operations will render it desirable for the various governments to reach a common understanding on the legal questions involved in the transfer of title:

The International Civil Aviation Conference

RECOMMENDS:

That the various governments represented at this International Civil Aviation Conference give consideration to the early calling of an international conference on private international air law for the purpose of adopting a convention dealing with the transfer of title to aircraft and that such private air law conference include in the bases of discussions:

(a) The existing draft convention relating to mortgages, other real securities, and aerial privileges; and

(b) The existing draft convention on the ownership of aircraft and the aeronautic register,

both of which were adopted by the Comité International Technique d'Experts Juridiques Aériens (CITEJA) in 1931.

VI

ROME CONVENTION (MAY 29, 1933) RELATING TO THE PRECAUTIONARY ATTACHMENT OF AIRCRAFT

CONSIDERING:

That the expeditious movement of aircraft in international commerce is essential in order that the fullest advantage may be derived from the rapid means of communication afforded by aircraft;

That the seizure or detention of aircraft where the attaching creditor cannot invoke a judgment and execution obtained beforehand in the ordinary course of procedure, or an equivalent right of execution, affects the expeditious movement of aircraft in international commerce;

The International Civil Aviation Conference

RECOMMENDS:

That the various governments represented at this International Civil Aviation Conference give consideration to the desirability of ratifying or adhering to the Convention for the Unification of Certain Rules Relating to the Precautionary Attachment of Aircraft, signed at Rome on May 29, 1933, during the Third International Conference on Private Air Law, in so far as such governments have not already ratified or adhered to that Convention.

VII

RESUMPTION OF AND CO-ORDINATION WITH THE SESSIONS OF CITEJA

CONSIDERING:

That the Comité International Technique d'Experts Juridiques Aériens (CITEJA), created pursuant to a recommendation adopted at the First International Conference on Private Air Law held at Paris in 1925, has made

considerable progress in the development of a code of private international air law through the preparation of draft international conventions for final adoption at periodic international conferences on private air law;

That the further elaboration of this code of private international air law through the completion of pending CITEJA projects and the initiation of new studies in the field of private air law will contribute materially to the development of international civil aviation:

The International Civil Aviation Conference

RECOMMENDS:

1. That the various governments represented at this International Civil Aviation Conference give consideration to the desirability of bringing about the resumption at the earliest possible date of the CITEJA sessions which were suspended because of the outbreak of war, of making necessary contributions toward the expenses of the Secretariat of CITEJA, and of appointing legal experts to attend the CITEJA meetings; and

2. That consideration also be given by the various governments to the desirability of co-ordinating the activities of CITEJA with those of the Provisional International Civil Aviation Organization and, after it shall have come into existence, of the permanent International Civil Aviation Organization established pursuant to the Convention on International Civil Aviation drawn up at Chicago on December 6, 1944.

VIII

STANDARD FORM OF AGREEMENT FOR PROVISIONAL AIR ROUTES

WHEREAS:

The course of military events will free certain areas of the world from the interruption which the war has caused to civil air traffic;

WHEREAS:

The civil transport systems and facilities of many States have been reduced to a level which is far from adequate, but on the other hand there exist wide opportunities for utilizing the airplane, which has demonstrated its efficiency in rendering rapid transportation on a large scale basis, in bringing aid to needy countries and in hastening the return of normal trade and commerce;

WHEREAS:

The possibilities of air transportation are so great and at the same time so unpredictable, that it is desirable to promote early development in this field during a transitional period, in order to obtain practical experience for giving effect to more permanent arrangements at a later date;

WHEREAS:

Every State has complete and exclusive sovereignty over the airspace above its territory; and

WHEREAS:

It is desirable that there should be as great a measure of uniformity as possible in any agreements that may be made between States for the operation of air services;

The International Civil Aviation Conference

RECOMMENDS:

1. That each State undertake to refrain from including specific provisions in an agreement which grant exclusive rights of transit, non-traffic stop, and commercial entry to any other State or airline, or from making any agreement excluding or discriminating against the airlines of any State, and will terminate any existing exclusive or discriminatory rights as soon as such action can be taken under presently outstanding agreements;

2. That the clauses contained in the draft form of standard agreement hereinafter set out shall be regarded as standard clauses for incorporation in the agreements referred to above, it being understood that the right is reserved to the States concerned to effect such changes of wording as may be necessary in the particular case and to add additional clauses so long as such changes or additions are not inconsistent with the standard clauses, it being further understood that nothing herein shall prevent any State from entering into agreements with airlines of other States provided that such agreements shall incorporate the aforementioned standard clauses to the extent that these may be applicable:—

FORM OF STANDARD AGREEMENT FOR PROVISIONAL AIR ROUTES

(1) The contracting parties grant the rights specified in the Annex* hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

(2) (a) Each of the air services so described shall be placed in operation as soon as the contracting party to whom the right has been granted by paragraph (1) to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the right shall, subject to Article (7) hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airline so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

(b) It is understood that any contracting party granted commercial rights under this Agreement should exercise them at the earliest practicable date except in the case of temporary inability to do so.

(3) Operating rights which may have been granted previously by any of the contracting parties to any State not a party to this Agreement or to an airline shall continue in force according to their terms.

(4) In order to prevent discriminatory practices and to assure equality of treatment, it is agreed that:

(a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of airports, and other facilities. Each of

*An Annex will include a description of the routes and of the rights granted whether of transit only, of non-traffic stops or of commercial entry as the case may be, and the conditions incidental to the granting of the rights. Where rights of non-traffic stop or commercial rights are granted, the Annex will include a designation of the ports of call at which stops can be made, or at which commercial rights for the embarkation and disembarkation of passengers, cargo and mail are authorized, and a statement of the contracting parties to whom the respective rights are granted.

the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of a contracting party by another contracting party or its nationals, and intended solely for use by aircraft of such other contracting party shall be accorded national and most-favoured-nation treatment with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of the contracting parties authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of other contracting parties, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

(5) Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one contracting party shall be recognized as valid by the other contracting parties for the purpose of operating the routes and services described in the Annex. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by another State.

(6) (a) The laws and regulations of a contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of all contracting parties without distinction as to nationality, and shall be complied with by such aircraft upon entering or departing from or while within the territory of that party.

(b) The laws and regulations of a contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew, or cargo upon entrance into or departure from, or while within the territory of that party.

(7) Each contracting party reserves the right to withhold or revoke a certificate or permit to an airline of another State in any case where it is not satisfied that substantial ownership and effective control are vested in nationals of a party to this Agreement, or in case of failure of an airline to comply with the laws of the State over which it operates, as described in Article (6) hereof, or to perform its obligations under this Agreement.

(8) This Agreement and all contracts connected therewith, shall be registered with the Provisional International Civil Aviation Organization.

(9) [Where desired, here insert provisions for arbitration, the details of which will be a matter for negotiation between the parties to each agreement.]

(10) This Agreement shall continue in force until such time as it may be amended, or superseded by a general multilateral air convention, provided, however, that the rights for services granted under this Agreement may be terminated by giving one year's notice to the contracting party whose airlines are concerned. Such notice may be given at any time after a period of two months to allow for consultation between the contracting party giving notice and the contracting parties served by the routes.

IX

FLIGHT DOCUMENTS AND FORMS

The International Civil Aviation Conference

RESOLVES:

That the Provisional International Civil Aviation Organization, when established, be requested to give consideration to the question of the publication of flight documents and forms in representative languages of areas through which major international air routes are operated.

X

RECOMMENDATION THAT CERTAIN MATTERS BE REFERRED TO THE INTERIM COUNCIL
FOR STUDY*The International Civil Aviation Conference*

RECOMMENDS:

That the matters on which it has not been possible to reach agreement between the States represented at this Conference, in particular the matters comprehended within the headings of Articles II, X, XI and XII of Document 358 (Draft of a Section of an International Air Convention Relating Primarily to Air Transport), together with Conference Documents 384, 385, 400, 407, and 429, and all other documentation relating thereto, be referred to the Interim Council provided for in the Interim Agreement on International Civil Aviation drawn up at Chicago on December 6, 1944, with instructions to give these matters continuing study and to submit a report thereon with recommendations to the Interim Assembly as soon as practicable.

XI

PUBLICATION OF DOCUMENTATION

The International Civil Aviation Conference

RESOLVES:

That the Government of the United States of America be authorized to publish the Final Act of this Conference; the Reports of the Committees; the Minutes of the Public Sessions; the Texts of any Multilateral Agreements concluded at the Conference; and to make available for publication such additional documents in connection with the work of this Conference as in its judgment may be considered in the public interest.

XII

The International Civil Aviation Conference

RESOLVES:

1. To express its gratitude to the President of the United States, Franklin D. Roosevelt, for his initiative in convening the present Conference and for its preparation;

2. To express to its President, Adolf A. Berle, Jr., its deep appreciation for the admirable manner in which he has guided the Conference;

3. To express to the Officers and Staff of the Secretariat its appreciation for their untiring services and diligent efforts in contributing to the attainment of the objectives of the Conference.

IN WITNESS WHEREOF, the following delegates sign the present Final Act.

DONE at Chicago the seventh day of December 1944, in the English language. A text drawn up in the English, French, and Spanish languages, each of which shall be of equal authenticity, shall be opened for signature at Washington, D.C. Both texts shall be deposited in the archives of the Government of the United States of America, and certified copies shall be transmitted by that Government to each of the governments represented at the Conference.

(Here follow the names of the signatories for Afghanistan, Australia, Belgium, Bolivia, Brazil, Canada, Chile, China, Colombia, Costa Rica, Cuba, Czechoslovakia, the Dominican Republic, Ecuador, Egypt, El Salvador, Ethiopia, France, Greece, Guatemala, Haiti, Honduras, Iceland, India, Iran, Iraq, Ireland, Lebanon, Liberia, Luxembourg, Mexico, the Netherlands, New Zealand, Nicaragua, Norway, Panama, Paraguay, Peru, the Philippine Commonwealth, Poland, Portugal, Spain, Sweden, Switzerland, Syria, Turkey, the Union of South Africa, the United Kingdom, the United States of America, Uruguay, Venezuela, Yugoslavia, Denmark, Thailand.)

APPENDIX I

INTERIM AGREEMENT ON INTERNATIONAL CIVIL AVIATION

The undersigned, on behalf of their respective governments, agree to the following:

ARTICLE I

THE PROVISIONAL ORGANIZATION

Section 1

Provisional
international
organization.

The signatory States hereby establish a provisional international organization of a technical and advisory nature of sovereign States for the purpose of collaboration in the field of international civil aviation. The organization shall be known as the Provisional International Civil Aviation Organization.

Section 2

Structure of
Provisional
Organization.

The Organization shall consist of an Interim Assembly and an Interim Council, and it shall have its seat in Canada.

Section 3

Duration
of interim
period.

The Organization is established for an interim period which shall last until a new permanent convention on international civil aviation shall have come into force or another conference on international civil aviation shall have agreed upon other arrangements; provided, however, that the interim period shall in no event exceed three years from the coming into force of the present Agreement.

Section 4

Legal
capacity.

The Organization shall enjoy in the territory of each member State such legal capacity as may be necessary for the performance of its functions. Full juridical personality shall be granted wherever compatible with the constitution and laws of the State concerned.

ARTICLE II

THE INTERIM ASSEMBLY

Section 1

Meetings of
Assembly.

The Assembly shall meet annually and shall be convened by the Council at a suitable time and place. Extraordinary meetings of the Assembly may be held at any time upon call of the Council or at the request of any ten member States of the Organization addressed to the Secretary General.

Representation
and voting
power in
Assembly.

All member States shall have equal right to be represented at the meetings of the Assembly and each member State shall be entitled to one vote. Delegates representing member States may be assisted by technical advisers who may participate in the meetings but shall have no vote.

A majority of the member States is required to constitute a quorum for the meetings of the Assembly. Unless otherwise provided herein, voting of the Assembly shall be by a simple majority of the member States present.

Quorum of
Assembly.

Section 2

The powers and duties of the Assembly shall be to:

Powers and
duties of
Assembly.

1. Elect at each meeting its President and other officers.
2. Elect the member States to be represented on the Council, as provided in Article III, Section 1.
3. Examine, and take appropriate action upon, the reports of the Council and decide upon any matter referred to it by the Council.
4. Determine its own rules of procedure and establish such subsidiary commissions and committees as may be necessary or advisable.
5. Approve an annual budget and determine the financial arrangements of the Organization.
6. At its discretion, refer to the Council any specific matter for its consideration and report.
7. Delegate to the Council all the powers and authority that may be considered necessary or advisable for the discharge of the duties of the Organization. Such delegations of authority may be revoked or modified at any time by the Assembly.
8. Deal with any matter within the sphere of action of the Organization not specifically assigned to the Council.

ARTICLE III

THE INTERIM COUNCIL

Section 1

The Council shall be composed of not more than 21 member States elected by the Assembly for a period of two years. In electing the members of the Council, the Assembly shall give adequate representation (1) to those member States of chief importance in air transport, (2) to those member States not otherwise included which make the largest contribution to the provision of facilities for international civil air navigation, and (3) to those member States not otherwise included whose election will insure that all major geographical areas of the world are represented. Any vacancy on the Council shall be filled by the Assembly at its next meeting. Any member States of the Council so elected shall hold office for the remainder of its predecessor's term of office.

Composition
of Council.

Filling
vacancies
on Council.

Section 2

No representative of a member State on the Council shall be actively associated with the operation of an international air service or financially interested in such a service.

Section 3

Officers
of Council.

Duties of the
President.

Decisions
of Council.

The Council shall elect, and determine the emoluments of, a President, for a term not to exceed the interim period. The President shall have no vote. The Council shall also elect from among its members one or more Vice Presidents, who shall retain their right to vote when serving as Acting President. The President need not be selected from the members of the Council but if a member is elected, his seat shall be deemed vacant and it shall be filled by the State which he represented. The President shall convene, and preside at, the meetings of the Council; he shall act as the Council's representative; and he shall carry out such functions on behalf of the Council as may be assigned to him.

Decisions by the Council will be deemed valid only when approved by a majority of all the members of the Council.

Section 4

Participation
in matters
before Council.

Any member State not a member of the Council may participate in the deliberations of the Council whenever any decision is to be taken which especially concerns such member State. Such member State, however, shall not have the right to vote; provided that, in any case in which there is a dispute between one or more member States who are not members of the Council and one or more member States who are members of the Council, any State within the second category which is a party to the dispute shall have no right to vote on that dispute.

Section 5

Powers and
duties of
Council.

The powers and duties of the Council shall be to:

1. Carry out the directives of the Assembly.
2. Determine its own organization and rules of procedure.
3. Determine the method of appointment, emoluments, and conditions of service of the employees of the Organization.
4. Appoint a Secretary General.
5. Provide for the establishment of any subsidiary working groups which may be considered desirable, among which there shall be the following interim committees:
 - a. A Committee on Air Transport,
 - b. A Committee on Air Navigation, and
 - c. A Committee on International Convention on Civil Aviation.

If a member States so desires, it shall have the right to appoint a representative on any such interim committee or working group.

6. Prepare and submit to the Assembly budget estimates of the Organization, and statements of accounts of all receipts and expenditures and to authorize its own expenditures.

7. Enter into agreements with other international bodies when it deems advisable for the maintenance of common services and for common arrangements concerning personnel and, with the approval of the Assembly, enter into such other arrangements as may facilitate the work of the Organization.

Section 6

In addition to the powers and authority which the Assembly may delegate to it, the functions of the Council shall be to: Functions
of Council.

1. Maintain liaison with the member States of the Organization, calling upon them for such pertinent data and information as may be required in giving consideration to recommendations made by them.

2. Receive, register, and hold open to inspection by member States all existing contracts and agreements relating to routes, services, landing rights, airport facilities, or other international air matters to which any member State or any airline of a member State is a party.

3. Supervise and co-ordinate the work of:

a. The Committee on Air Transport, whose functions shall be to:

(1) Observe, correlate, and continuously report upon the facts concerning the origin and volume of international air traffic and the relation of such traffic, or the demand therefor, to the facilities actually provided.

(2) Request, collect, analyse and report on information with respect to subsidies, tariffs, and costs of operation.

(3) Study any matters affecting the organization and operation of international air services, including the international ownership and operation of international trunk lines.

(4) Study and report with recommendations to the Assembly as soon as practicable on the matters on which it has not been possible to reach agreement among the nations represented at the International Civil Aviation Conference, convened in Chicago, November 1, 1944, in particular the matters comprehended within the headings of Articles II, X, XI, and XII of Conference Document 422, together with Conference Documents 384, 385, 400, 407, and 429, and all other documentation relating thereto.

b. The Committee on Air Navigation, whose function shall be to:

(1) Study, interpret and advise on standards and procedures with respect to communications systems and air navigation aids, including ground marks; rules of the air and air traffic control practices; standards governing the licensing of operating and mechanical personnel; airworthiness of aircraft; registration and identification of aircraft; meteorological protection of international aeronautics; log books and manifests; aeronautical maps and charts; airports; customs, immigration, and quarantine procedure; accident investigation, including search and salvage; and the further unification of numbering and systems of dimensioning and specification of dimensions used in connection with international air navigation.

(2) Recommend the adoption, and take all possible steps to secure the application, of minimum requirements and standard procedures with respect to the subjects in the preceding paragraph.

(3) Continue the preparation of technical documents, in accordance with the recommendations of the International Civil Aviation Conference approved at Chicago on December 7, 1944, and with the resulting suggestions of the member States, for attachment to the Convention on International Civil Aviation, signed at Chicago on December 7, 1944.

c. The Committee on International Convention on Civil Aviation, whose functions shall be to continue the study of an international convention on civil aviation.

4. Receive and consider the reports of the committees and working groups.

5. Transmit to each member State the reports of these committees and working groups and the findings of the Council thereon.

6. Make recommendations with respect to technical matters to the member States of the Assembly individually or collectively.

7. Submit an annual report to the Assembly.

8. When expressly requested by all the parties concerned, act as an arbitral body on any differences arising among member States relating to international civil aviation matters which may be submitted to it. The Council may render an advisory report or, if the parties concerned so expressly decide, they may obligate themselves in advance to accept the decision of the Council. The procedure to govern the arbitral proceedings shall be determined in agreement between the Council and all the interested parties.

9. On direction of the Assembly, convene another conference on international civil aviation; or at such time as the Convention is ratified; convene the first Assembly under the Convention.

ARTICLE IV

THE SECRETARY GENERAL

Functions of Secretary General.

The Secretary General shall be the chief executive and administrative officer of the Organization. The Secretary General shall be responsible to the Council as a whole and, following established policies of the Council, shall have full power and authority to carry out the duties assigned to him by the Council. The Secretary General shall make periodic reports to the Council covering the progress of the Secretariat's activities. The Secretary General shall appoint the staff of the Secretariat. He shall likewise appoint the secretariat and staff necessary to the functioning of the Assembly, of the Council, and of Committees or such working groups as are mentioned in the present Agreement or may be constituted pursuant thereto.

ARTICLE V

FINANCES

Each member State shall bear the expenses of its own delegation to the Assembly and the salary, travel and other expenses of its own delegate on the Council and of its representatives on committees or subsidiary working groups.

The expenses of the organization shall be borne by the member States in proportions to be decided by the Assembly. Funds shall be advanced by each member State to cover the initial expenses of the Organization. Contributions.

The Assembly may suspend the voting power of any member State that fails to discharge, within a reasonable period, its financial obligations to the Organization. Suspension
for financial
delinquency.

ARTICLE VI

SPECIAL DUTIES

The Organization shall also carry out the functions placed upon it by the International Air Services Transit Agreement and by the International Air Transport Agreement drawn up at Chicago on December 7, 1944, in accordance with the terms and conditions therein set forth.

Members of the Assembly and the Council who have not accepted the International Air Services Transit Agreement or the International Air Transport Agreement drawn up at Chicago on December 7, 1944 shall not have the right to vote on any questions referred to the Assembly or Council under the provisions of the relevant Agreements.

ARTICLE VII

TRANSFER OF FUNCTIONS, RECORDS, AND PROPERTY

The exercise of any functions which shall have been herein assigned to the Provisional Organization shall cease at any time that those particular functions have been completed or transferred to another international organization. At the time of the coming into force of the Convention on International Civil Aviation signed at Chicago, December 7, 1944, the records and property of the Provisional Organization shall be transferred to the International Civil Aviation Organization established under the above-mentioned Convention.

ARTICLE VIII

FLIGHT OVER TERRITORY OF MEMBER STATES

Section 1

The member States recognized that every State has complete and exclusive sovereignty over the airspace above its territory. Sovereignty.

Section 2

For the purposes of this Agreement the territory of a State shall be deemed to be the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or mandate of such State. Territory.

Section 3

Civil and
state aircraft.

This Agreement shall be applicable only to civil aircraft, and shall not be applicable to State aircraft. Aircraft used in military, customs and police services shall be deemed to be State aircraft.

Section 4

Landing at
customs
airport.

Except in a case where, under the terms of an agreement or of a special authorization, aircraft are permitted to cross the territory of a member State without landing, every aircraft which enters the territory of a member State shall, if the regulations of that State so require, land at an airport designated by that State for the purpose of customs and other examination. On departure from the territory of a member State, such aircraft shall depart from a similarly designated customs airport. Particulars of all designated customs airports shall be published by the State and transmitted to the Provisional International Civil Aviation Organization for communication to all other member States.

Section 5

Applicability
of air
regulations.

Subject to the provisions of this Agreement, the laws and regulations of a member State relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of all member States without distinction as to nationality, and shall be complied with by such aircraft upon entering or departing from or while within the territory of that State.

Section 6

Rules of the
air, et cetera.

Each member State undertakes to adopt measures to insure that every aircraft flying over or manœuvring within its territory and that every aircraft carrying its nationality mark, wherever it may be, shall comply with the rules and regulations relating to the flight and manœuvre of aircraft there in force. Each member State undertakes to insure the prosecution of all persons violating the regulations applicable.

Section 7

Entry and
clearance
regulations.

The laws and regulations of a member State as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo upon entrance into or departure from, or while within the territory of that State.

Section 8

Prevention
of spread
of disease.

The member States agree to take effective measures to prevent the spread by means of air navigation of cholera, typhus (epidemic), smallpox, yellow fever, and plague, and such other communicable diseases as the member States shall from time to time decide to designate, and to that end member States will keep in close consultation with the agencies concerned with international regulations relating to sanitary measures applicable to aircraft. Such consultation shall be without prejudice to the application of any existing international convention on this subject to which the member States may be parties.

Section 9

Each member State may, subject to the provisions of this Agreement,

1. Designate the route to be followed within its territory by any international air service and the airports which any such service may use; Designation of routes and airports.

2. Impose or permit to be imposed on any such service just and reasonable charges for the use of such airports and other facilities; these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services; Charges for use of airports and facilities.

provided that, upon representation by an interested member State, the charges imposed for the use of airports and other facilities shall be subject to review by the Council, which shall report and make recommendations thereon for the consideration of the State or States concerned.

Section 10

The appropriate authorities of each of the member States shall have the right, without unreasonable delay, to search aircraft of the other member States on landing or departure, and to inspect the certificates and other documents prescribed by this Agreement. Search of aircraft.

ARTICLE IX

MEASURES TO FACILITATE AIR NAVIGATION

Section 1

Each member State undertakes, so far as it may find practicable, to make available such radio facilities, such meteorological services, and such other air navigation facilities as may from time to time be required for the operation of safe and efficient scheduled international air services under the provisions of this Agreement. Air navigation facilities.

Section 2

Each member State undertakes to provide such measures of assistance to aircraft in distress in its territory as it may find practicable, and to permit, subject to the control of its own authorities, the owners or authorities of the State in which the aircraft is registered to provide such measures of assistance as may be necessitated by the circumstances. Aircraft in distress.

Section 3

In the event of an accident to an aircraft of a member State occurring in the territory of another member State, and involving death or serious injury, or indicating serious technical defect in the aircraft or air navigation facilities, the State in which the accident occurs will institute an inquiry into the circumstances of the accident. The State in which the aircraft is registered shall be given the opportunity to appoint observers to be present at the inquiry and the State holding the inquiry shall communicate the report and findings in the matter to that State. Investigation of accidents.

ARTICLE X

CONDITIONS TO BE FULFILLED WITH RESPECT TO AIRCRAFT

Section 1

Documents
carried in
aircraft.

Every aircraft of a member State, engaged in international navigation, shall carry the following documents:

- (a) Its certificate of registration.
- (b) Its certificate of airworthiness.
- (c) The appropriate licences for each member of the crew.
- (d) Its journey log book.
- (e) If it is equipped with radio apparatus, the aircraft radio station licence.
- (f) If it carries passengers, a list of their names and places of embarkation and destination.
- (g) If it carries cargo, a manifest and detailed declarations of the cargo.

Section 2

Aircraft
radio
equipment.

(a) Aircraft of each member State may, in or over the territory of other member States, carry radio transmitting apparatus only if a licence to install and operate such apparatus has been issued by the appropriate authorities of the State in which the aircraft is registered. The use of radio transmitting apparatus in the territory of the member State whose territory is flown over shall be in accordance with the regulations prescribed by that State.

(b) Radio transmitting apparatus may be used only by members of the flight crew who are provided with a special licence for the purpose, issued by the appropriate authorities of the State in which the aircraft is registered.

Section 3

Certificates of
airworthiness.

Every aircraft engaged in international navigation shall be provided with a certificate of airworthiness issued or rendered valid by the State in which it is registered.

Section 4

Licences of
personnel.

(a) The pilot of every aircraft and the other members of the operating crew of every aircraft engaged in international navigation shall be provided with certificates of competency and licences issued or rendered valid by the State in which the aircraft is registered.

(b) Each member State reserves the right to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licences granted to any of its nationals by another member State.

Section 5

Recognition
of certificates
and licences.

Subject to the provisions of Section 4 (b), certificates of airworthiness and certificates of competency and licences issued or rendered valid by the member State in which the aircraft is registered, shall be recognized as valid by the other member State.

Section 6

There shall be maintained in respect of every aircraft engaged in international navigation a journey log book in which shall be entered particulars of the aircraft, its crew and each journey.

Journey
log books.

Section 7

Each member State may prohibit or regulate the use of photographic apparatus in aircraft over its territory.

Photographic
apparatus.

ARTICLE XI

AIRPORTS AND AIR NAVIGATION FACILITIES

Where a member State desires assistance in the provision of airports or air navigation facilities in its territory, the Council may make arrangements for the provision of such assistance so far as may be practicable in accordance with the provisions of Chapter XV of the Convention on International Civil Aviation signed at Chicago, December 7, 1944.

Airports
and air
navigation
facilities.

ARTICLE XII

JOINT OPERATING ORGANIZATIONS AND ARRANGEMENTS

Section 1

Nothing in this Agreement shall prevent two or more member States from constituting joint air transport operating organizations or international operating agencies and from pooling their air services on any routes or in any regions, but such organizations or agencies and such pooled services shall be subject to all the provisions of this Agreement, including those relating to the registration of agreements with the Council.

Constituting
joint
organizations.

Section 2

The Council may suggest to member States concerned that they form joint organizations to operate air services on any routes or in any regions.

Section 3

A State may participate in joint operating organizations or in pooling arrangements, either through its government or through an airline company or companies designated by its government. The companies may, at the sole discretion of the State concerned, be State-owned or partly State-owned or privately owned.

Participation
in operating
organizations.

ARTICLE XIII

UNDERTAKINGS OF MEMBER STATES

Section 1

Each member State undertakes to transmit to the Council copies of all existing and future contracts and agreements relating to routes, services, landing rights, airport facilities, or other international air matters to which any member State or any airline of a member State is a party, as described in Article III, Section 6, Subsection 2.

Filing
contracts.

Section 2

Filing
statistics.

Each member State undertakes to require its international airlines to file with the Council, in accordance with requirements laid down by the Council, traffic reports, cost statistics, and financial statements as described in Article III, Section 6, Subsection 3, a (1) and (2), showing, among other things, all receipts and the sources thereof.

Section 3

Application
of aviation
practices.

The member States undertake, with respect to the matters set forth in Article III, Section 6, Subsection 3, b (1), to apply as rapidly as possible, in their national civil aviation practices, the general recommendations of the International Civil Aviation Conference, convened in Chicago, November 1, 1944, and such recommendations as will be made through the continuing study of the Council.

ARTICLE XIV

WITHDRAWAL

Any member State, a party to the present Agreement, may withdraw therefrom on six months' notice given by it to the Secretary General, who shall at once inform all the member States of the Organization of such notice of withdrawal.

ARTICLE XV

DEFINITIONS

For the purpose of this Agreement the expression:

(a) "Air service" means any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo.

(b) "International air service" means an air service which passes through the air space over the territory of more than one State.

(c) "Airline" means any air transport enterprise offering or operating an international air service.

ARTICLE XVI

ELECTION OF FIRST INTERIM COUNCIL

Composition
of first
council.

The first Interim Council shall be composed of the States elected for that purpose by the International Civil Aviation Conference convened in Chicago on November 1, 1944, provided that no State thus elected shall become a member of the Council until it has accepted the present Agreement and unless such acceptance has taken place within six months after December 7, 1944. In no case shall the term of office of a State as a member of the first Interim Council begin before or go beyond the period of two years, starting from the coming into force of the present Agreement.

Taking seat
on Council.

Each State so elected to the Interim Council shall take its seat in the Council upon acceptance by that State of this Agreement or upon the entry into force of this Agreement, whichever is the later date, and it shall hold its seat until the end of the two years following

the coming into force of this Agreement, provided that any State so elected to the Council which does not accept this Agreement within six months after the above-mentioned election shall not become a member of the Council and the seat shall remain vacant until the next meeting of the Assembly.

ARTICLE XVII

SIGNATURES AND ACCEPTANCES OF AGREEMENT

The undersigned delegates to the International Civil Aviation Conference, convened in Chicago on November 1, 1944, have affixed their signatures to the present Interim Agreement with the understanding that the Government of the United States of America shall be informed at the earliest possible date by each of the Governments on whose behalf the Agreement has been signed whether signature on its behalf shall constitute an acceptance of the Agreement by that Government and an obligation binding upon it. Signing the Agreement.

Any State, a member of the United Nations and any State associated with them, as well as any State which remained neutral during the present world conflict, not a signatory to this Agreement, may accept the present Agreement as an obligation binding upon it by notification of its acceptance to the Government of the United States, and such acceptance shall become effective upon the date of the receipt of such notification by that Government. Acceptance of Agreement.

The present Interim Agreement shall come into force when it has been accepted by 26 States. Thereafter it will become binding as to each other State indicating its acceptance to the Government of the United States on the date of the receipt of the acceptance by that Government. Coming into force.

The Government of the United States shall inform all governments represented at the International Civil Aviation Conference referred to of the date on which the present Interim Agreement comes into force and shall likewise notify them of all acceptances of the Agreement.

IN WITNESS WHEREOF, the undersigned, having been duly authorized sign this Agreement on behalf of their respective governments on the dates appearing opposite their signatures.

DONE at Chicago the seventh day of December, 1944, in the English language. A text drawn up in the English, French, and Spanish languages, each of which shall be of equal authenticity, shall be opened for signature at Washington, D.C. Both texts shall be deposited in the archives of the Government of the United States of America, and certified copies shall be transmitted by that Government to the governments of all the States which may sign and accept this Agreement.

(Here follow the names of signatories for Afghanistan, Australia, Bolivia, Canada, Chile, China, the Dominican Republic, Ecuador, Egypt, France, Greece, Haiti, Honduras, Iceland, India, Iran, Iraq, Ireland, Lebanon, Liberia, Mexico, the Netherlands, New Zealand, Nicaragua, Peru, the Philippine Commonwealth, Poland, Portugal, Spain, Sweden, Switzerland, Syria, Turkey, the United Kingdom of Great Britain and Northern Ireland, the United States of America, Uruguay, Venezuela, Denmark, Thailand.)

APPENDIX II

CONVENTION ON INTERNATIONAL CIVIL AVIATION

PREAMBLE

WHEREAS the future development of international civil aviation can greatly help to create and preserve friendship and understanding among the nations and peoples of the world, yet its abuse can become a threat to the general security; and

WHEREAS it is desirable to avoid friction and to promote that co-operation between nations and peoples upon which the peace of the world depends;

THEREFORE, the undersigned governments having agreed on certain principles and arrangements in order that international civil aviation may be developed in a safe and orderly manner and that international air transport services may be established on the basis of equality of opportunity and operated soundly and economically;

Have accordingly concluded this Convention to that end.

PART I. AIR NAVIGATION

CHAPTER I

GENERAL PRINCIPLES AND APPLICATION OF THE CONVENTION

Article 1

Sovereignty. The contracting States recognize that every State has complete and exclusive sovereignty over the airspace above its territory.

Article 2

Territory. For the purposes of this Convention the territory of a State shall be deemed to be the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or mandate of such State.

Article 3

Civil and state aircraft. (a) This Convention shall be applicable only to civil aircraft, and shall not be applicable to state aircraft.

(b) Aircraft used in military, customs and police services shall be deemed to be state aircraft.

(c) No state aircraft of a contracting State shall fly over the territory of another State or land thereon without authorization by special agreement or otherwise, and in accordance with the terms thereof.

(d) The contracting States undertake, when issuing regulations for their state aircraft, that they will have due regard for the safety of navigation of civil aircraft.

Article 4

Misuse of civil aviation. Each contracting State agrees not to use civil aviation for any purpose inconsistent with the aims of this Convention.

CHAPTER II

FLIGHT OVER TERRITORY OF CONTRACTING STATES

Article 5

Each contracting State agrees that all aircraft of the other contracting States, being aircraft not engaged in scheduled international air services shall have the right, subject to the observance of the terms of this Convention, to make flights into or in transit non-stop across its territory and to make stops for non-traffic purposes without the necessity of obtaining prior permission, and subject to the right of the State flown over to require landing. Each contracting State nevertheless reserves the right, for reasons of safety of flight, to require aircraft desiring to proceed over regions which are inaccessible or without adequate air navigation facilities to follow prescribed routes, or to obtain special permission for such flights.

Right of
non-scheduled
flight.

Such aircraft, if engaged in the carriage of passengers, cargo, or mail for remuneration or hire on other than scheduled international air services, shall also, subject to the provisions of Article 7, have the privilege of taking on or discharging passengers, cargo, or mail, subject to the right of any State where such embarkation or discharge takes place to impose such regulations, conditions or limitations as it may consider desirable.

Article 6

No scheduled international air service may be operated over or into the territory of a contracting State, except with the special permission or other authorization of that State, and in accordance with the terms of such permission or authorization.

Scheduled
air services.

Article 7

Each contracting State shall have the right to refuse permission to the aircraft of other contracting States to take on in its territory passengers, mail and cargo carried for remuneration or hire and destined for another point within its territory. Each contracting State undertakes not to enter into any arrangements which specifically grant any such privilege on an exclusive basis to any other State or an airline of any other State, and not to obtain any such exclusive privilege from any other State.

Cabotage.

Article 8

No aircraft capable of being flown without a pilot shall be flown without a pilot over the territory of a contracting State without special authorization by that State and in accordance with the terms of such authorization. Each contracting State undertakes to insure that the flight of such aircraft without a pilot in regions open to civil aircraft shall be so controlled as to obviate danger to civil aircraft.

Pilotless
aircraft.

Article 9

(a) Each contracting State may, for reasons of military necessity or public safety, restrict or prohibit uniformly the aircraft of other States from flying over certain areas of its territory, provided that no distinction in this respect is made between the aircraft of the State whose territory is involved, engaged in international scheduled airline

Prohibited
areas.

services, and the aircraft of the other contracting States likewise engaged. Such prohibited areas shall be of reasonable extent and location so as not to interfere unnecessarily with air navigation. Descriptions of such prohibited areas in the territory of a contracting State, as well as any subsequent alterations therein, shall be communicated as soon as possible to the other contracting States and to the International Civil Aviation Organization. .

(b) Each contracting State reserves also the right, in exceptional circumstances or during a period of emergency, or in the interest of public safety, and with immediate effect, temporarily to restrict or prohibit flying over the whole or any part of its territory, on condition that such restriction or prohibition shall be applicable without distinction of nationality to aircraft of all other States.

(c) Each contracting State, under such regulations as it may prescribe, may require any aircraft entering the areas contemplated in sub-paragraphs (a) or (b) above to effect a landing as soon as practicable thereafter at some designated airport within its territory.

Article 10

Landing at
customs
airport.

Except in a case where, under the terms of this Convention or a special authorization, aircraft are permitted to cross the territory of a contracting State without landing, every aircraft which enters the territory of a contracting State shall, if the regulations of that State so require, land at an airport designated by that State for the purpose of customs and other examination. On departure from the territory of a contracting State, such aircraft shall depart from a similarly designated customs airport. Particulars of all designated customs airports shall be published by the State and transmitted to the International Civil Aviation Organization established under Part II of this Convention for communication to all other contracting States.

Article 11

Applicability
of air
regulations.

Subject to the provisions of this Convention, the laws and regulations of a contracting State relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of all contracting States without distinction as to nationality, and shall be complied with by such aircraft upon entering or departing from or while within the territory of that State.

Article 12

Rules of
the air.

Each contracting State undertakes to adopt measures to insure that every aircraft flying over or manœuvring within its territory and that every aircraft carrying its nationality mark, wherever such aircraft may be, shall comply with the rules and regulations relating to the flight and manœuvre of aircraft there in force. Each contracting State undertakes to keep its own regulations in these respects uniform, to the greatest possible extent, with those established from time to time under this Convention. Over the high seas, the rules in force shall be those established under this Convention. Each contracting State undertakes to insure the prosecution of all persons violating the regulations applicable.

Article 13

The laws and regulations of a contracting State as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo upon entrance into or departure from, or while within the territory of that State.

Entry and
clearance
regulations.

Article 14

Each contracting State agrees to take effective measures to prevent the spread by means of air navigation of cholera, typhus (epidemic), smallpox, yellow fever, plague, and such other communicable diseases as the contracting States shall from time to time decide to designate, and to that end contracting States will keep in close consultation with the agencies concerned with international regulations relating to sanitary measures applicable to aircraft. Such consultation shall be without prejudice to the application of any existing international convention on this subject to which the contracting States may be parties.

Prevention
of spread
of disease.

Article 15

Every airport in a contracting State which is open to public use by its national aircraft shall likewise, subject to the provisions of Article 68, be open under uniform conditions to the aircraft of all the other contracting States. The like uniform conditions shall apply to the use, by aircraft of every contracting State, of all air navigation facilities, including radio and meteorological services, which may be provided for public use for the safety and expedition of air navigation.

Airport and
similar
charges.

Any charges that may be imposed or permitted to be imposed by a contracting State for the use of such airports and air navigation facilities by the aircraft of any other contracting State shall not be higher,

(a) as to aircraft not engaged in scheduled international air services, than those that would be paid by its national aircraft of the same class engaged in similar operations, and

(b) as to aircraft engaged in scheduled international air services, than those that would be paid by its national aircraft engaged in similar international air services.

All such charges shall be published and communicated to the International Civil Aviation Organization: provided that, upon representation by an interested contracting State, the charges imposed for the use of airports and other facilities shall be subject to review by the Council, which shall report and make recommendations thereon for the consideration of the State or States concerned. No fees, dues or other charges shall be imposed by any contracting State in respect solely of the right of transit over or entry into or exit from its territory of any aircraft of a contracting State or persons or property thereon.

Article 16

The appropriate authorities of each of the contracting States shall have the right, without unreasonable delay, to search aircraft of the other contracting States on landing or departure, and to inspect the certificates and other documents prescribed by this Convention.

Search of
aircraft.

CHAPTER III

NATIONALITY OF AIRCRAFT

*Article 17*Nationality
of aircraft.

Aircraft have the nationality of the State in which they are registered.

*Article 18*Dual
registration.

An aircraft cannot be validly registered^d in more than one State, but its registration may be changed from one State to another.

*Article 19*National laws
governing
registration.

The registration or transfer of registration of aircraft in any contracting State shall be made in accordance with its laws and regulations.

*Article 20*Display
of marks.

Every aircraft engaged in international air navigation shall bear its appropriate nationality and registration marks.

*Article 21*Report of
registrations.

Each contracting State undertakes to supply to any other contracting State or to the International Civil Aviation Organization, on demand, information concerning the registration and ownership of any particular aircraft registered in that State. In addition, each contracting State shall furnish reports to the International Civil Aviation Organization, under such regulations as the latter may prescribe, giving such pertinent data as can be made available concerning the ownership and control of aircraft registered in that State and habitually engaged in international air navigation. The data thus obtained by the International Civil Aviation Organization shall be made available by it on request to the other contracting States.

CHAPTER IV

MEASURES TO FACILITATE AIR NAVIGATION

*Article 22*Facilitation
of formalities.

Each contracting State agrees to adopt all practicable measures, through the issuance of special regulations or otherwise, to facilitate and expedite navigation by aircraft between the territories of contracting States, and to prevent unnecessary delays to aircraft, crews, passengers and cargo, especially in the administration of the laws relating to immigration, quarantine, customs and clearance.

*Article 23*Customs and
immigration
procedures.

Each contracting State undertakes, so far as it may find practicable, to establish customs and immigration procedures affecting international air navigation in accordance with the practices which may be established or recommended from time to time, pursuant to this Convention. Nothing in this Convention shall be construed as preventing the establishment of customs-free airports.

Article 24

(a) Aircraft on a flight to, from, or across the territory of another contracting State shall be admitted temporarily free of duty, subject to the customs regulations of the State. Fuel, lubricating oils, spare parts, regular equipment and aircraft stores on board an aircraft of a contracting State, on arrival in the territory of another contracting State and retained on board on leaving the territory of that State shall be exempt from customs duty, inspection fees or similar national or local duties and charges. This exemption shall not apply to any quantities or articles unloaded, except in accordance with the customs regulations of the State, which may require that they shall be kept under customs supervision. Customs duty.

(b) Spare parts and equipment imported into the territory of a contracting State for incorporation in or use on an aircraft of another contracting State engaged in international air navigation shall be admitted free of customs duty, subject to compliance with the regulations of the State concerned, which may provide that the articles shall be kept under customs supervision and control.

Article 25

Each contracting State undertakes to provide such measures of assistance to aircraft in distress in its territory as it may find practicable, and to permit, subject to control by its own authorities, the owners of the aircraft or authorities of the State in which the aircraft is registered to provide such measures of assistance as may be necessitated by the circumstances. Each contracting State, when undertaking search for missing aircraft, will collaborate in co-ordinated measures which may be recommended from time to time pursuant to this Convention. Aircraft in distress.

Article 26

In the event of an accident to an aircraft of a contracting State occurring in the territory of another contracting State, and involving death or serious injury, or indicating serious technical defect in the aircraft or air navigation facilities, the State in which the accident occurs will institute an inquiry into the circumstances of the accident, in accordance, so far as its laws permit, with the procedure which may be recommended by the International Civil Aviation Organization. The State in which the aircraft is registered shall be given the opportunity to appoint observers to be present at the inquiry and the State holding the inquiry shall communicate the report and findings in the matter to that State. Investigation of accidents.

Article 27

(a) While engaged in international air navigation, any authorized entry of aircraft of a contracting State into the territory of another contracting State or authorized transit across the territory of such State with or without landings shall not entail any seizure or detention of the aircraft or any claim against the owner or operator thereof or any other interference therewith by or on behalf of such State or any person therein, on the ground that the construction, mechanism, parts, accessories or operation of the aircraft is an infringement of any patent, design, or model duly granted or registered in the State whose territory is entered by the aircraft, it being agreed that Exemption from seizure on patent claims.

no deposit of security in connection with the foregoing exemption from seizure or detention of the aircraft shall in any case be required in the State entered by such aircraft.

(b) The provisions of paragraph (a) of this Article shall also be applicable to the storage of spare parts and spare equipment for the aircraft and the right to use and install the same in the repair of an aircraft of a contracting State in the territory of any other contracting State, provided that any patented part or equipment so stored shall not be sold or distributed internally in or exported commercially from the contracting State entered by the aircraft.

(c) The benefits of this Article shall apply only to such States, parties to this Convention, as either (1) are parties to the International Convention for the Protection of Industrial Property and to any amendments thereof; or (2) have enacted patent laws which recognize and give adequate protection to inventions made by the nationals of the other States parties to this Convention.

Article 28

Air navigation
facilities
and standard
systems.

Each contracting State undertakes, so far as it may find practicable, to:

(a) Provide, in its territory, airports, radio services, meteorological services and other air navigation facilities to facilitate international air navigation, in accordance with the standards and practices recommended or established from time to time, pursuant to this Convention;

(b) Adopt and put into operation the appropriate standard systems of communications procedure, codes, markings, signals, lighting and other operational practices and rules which may be recommended or established from time to time, pursuant to this Convention;

(c) Collaborate in international measures to secure the publication of aeronautical maps and charts in accordance with standards which may be recommended or established from time to time, pursuant to this Convention.

CHAPTER V

CONDITIONS TO BE FULFILLED WITH RESPECT TO AIRCRAFT

Article 29

Documents
carried in
aircraft.

Every aircraft of a contracting State, engaged in international navigation, shall carry the following documents in conformity with the conditions prescribed in this Convention:

- (a) Its certificate of registration;
- (b) Its certificate of airworthiness;
- (c) The appropriate licences for each member of the crew;
- (d) Its journey log book;
- (e) If it is equipped with radio apparatus, the aircraft radio station licence;
- (f) If it carries passengers, a list of their names and places of embarkation and destination;
- (g) If it carries cargo, a manifest and detailed declarations of the cargo.

Article 30

(a) Aircraft of each contracting State may, in or over the territory of other contracting States, carry radio transmitting apparatus only if a licence to install and operate such apparatus has been issued by the appropriate authorities of the State in which the aircraft is registered. The use of radio transmitting apparatus in the territory of the contracting State whose territory is flown over shall be in accordance with the regulations prescribed by that State. Aircraft radio equipment.

(b) Radio transmitting apparatus may be used only by members of the flight crew who are provided with a special licence for the purpose, issued by the appropriate authorities of the State in which the aircraft is registered.

Article 31

Every aircraft engaged in international navigation shall be provided with a certificate of airworthiness issued or rendered valid by the State in which it is registered. Certificates of airworthiness.

Article 32

(a) The pilot of every aircraft and the other members of the operating crew of every aircraft engaged in international navigation shall be provided with certificates of competency and licences issued or rendered valid by the State in which the aircraft is registered. Licences of personnel.

(b) Each contracting State reserves the right to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licences granted to any of its nationals by another contracting State.

Article 33

Certificates of airworthiness and certificates of competency and licences issued or rendered valid by the contracting State in which the aircraft is registered, shall be recognized as valid by the other contracting States, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which may be established from time to time pursuant to this Convention. Recognition of certificates and licences.

Article 34

There shall be maintained in respect of every aircraft engaged in international navigation a journey log book in which shall be entered particulars of the aircraft, its crew and of each journey, in such form as may be prescribed from time to time pursuant to this Convention. Journey log books.

Article 35

(a) No munitions of war or implements of war may be carried in or above the territory of a State in aircraft engaged in international navigation, except by permission of such State. Each State shall determine by regulations what constitutes munitions of war or implements of war for the purposes of this Article, giving due consideration, for the purposes of uniformity, to such recommendations as the International Civil Aviation Organization may from time to time make. Cargo restrictions.

(b) Each contracting State reserves the right, for reasons of public order and safety, to regulate or prohibit the carriage in or above its territory of articles other than those enumerated in paragraph (a): provided that no distinction is made in this respect between its national aircraft engaged in international navigation and the aircraft of the other States so engaged; and provided further that no restriction shall be imposed which may interfere with the carriage and use on aircraft of apparatus necessary for the operation or navigation of the aircraft or the safety of the personnel or passengers.

Article 36

Photographic
apparatus.

Each contracting State may prohibit or regulate the use of photographic apparatus in aircraft over its territory.

CHAPTER VI

INTERNATIONALL STANDARDS AND RECOMMENDED PRACTICES

Article 37

Adoption of
international
standards and
procedures.

Each contracting State undertakes to collaborate in securing the highest practicable degree of uniformity in regulations, standards, procedures, and organization in relation to aircraft, personnel, airways and auxiliary services in all matters in which such uniformity will facilitate and improve air navigation.

To this end the International Civil Aviation Organization shall adopt and amend from time to time, as may be necessary, international standards and recommended practices and procedures dealing with:

- (a) Communications systems and air navigation aids, including ground marking;
- (b) Characteristics of airports and landing areas;
- (c) Rules of the air and air traffic control practices;
- (d) Licensing of operating and mechanical personnel;
- (e) Airworthiness of aircraft;
- (f) Registration and identification of aircraft;
- (g) Collection and exchange of meteorological information;
- (h) Log Books;
- (i) Aeronautical maps and charts;
- (j) Customs and immigration procedures;
- (k) Aircraft in distress and investigation of accidents;

and such other matters concerned with the safety, regularity, and efficiency of air navigation as may from time to time appear appropriate.

Article 38

Departures
from
international
standards and
procedures.

Any State which finds it impracticable to comply in all respects with any such international standard or procedure, or to bring its own regulations or practices into full accord with any international standard or procedure after amendment of the latter, or which deems it necessary to adopt regulations or practices differing in any particular respect from those established by an international standard, shall give immediate notification to the International Civil Aviation

Organizaton of the differences between its own practice and that established by the international standard. In the case of amendments to international standards, any State which does not make the appropriate amendments to its own regulations or practices shall give notice to the Council within 60 days of the adoption of the amendment to the international standard, or indicate the action which it proposes to take. In any such case, the Council shall make immediate notification to all other states of the difference which exists between one or more features of an international standard and the corresponding national practice of that State.

Article 39

(a) Any aircraft or part thereof with respect to which there exists an international standard of airworthiness or performance, and which failed in any respect to satisfy that standard at the time of its certification, shall have endorsed on or attached to its airworthiness certificate a complete enumeration of the details in respect of which it so failed.

Endorsement
of certificates
and licences.

(b) Any person holding a licence who does not satisfy in full the conditions laid down in the international standard relating to the class of licence or certificate which he holds shall have endorsed on or attached to his licence a complete enumeration of the particulars in which he does not satisfy such conditions.

Article 40

No aircraft or personnel having certificates or licences so endorsed shall participate in international navigation, except with the permission of the State or States whose territory is entered. The registration or use of any such aircraft, or of any certificated aircraft part, in any State other than that in which it was originally certificated shall be at the discretion of the State into which the aircraft or part is imported.

Validity of
endorsed
certificates
and licences.

Article 41

The provisions of this Chapter shall not apply to aircraft and aircraft equipment of types of which the prototype is submitted to the appropriate national authorities for certification prior to a date three years after the date of adoption of an international standard of airworthiness for such equipment.

Recognition
of existing
standards of
airworthiness.

Article 42

The provisions of this Chapter shall not apply to personnel whose licences are originally issued prior to a date one year after initial adoption of an international standard of qualification for such personnel; but they shall in any case apply to all personnel whose licences remain valid five years after the date of adoption of such standard.

Recognition
of existing
standards of
competency
of personnel.

PART II. THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

CHAPTER VII

THE ORGANIZATION

Article 43

Name and
composition.

An organization to be named the International Civil Aviation Organization is formed by the Convention. It is made up of an Assembly, a Council, and such other bodies as may be necessary.

Article 44

Objectives.

The aims and objectives of the Organization are to develop the principles and techniques of international air navigation and to foster the planning and development of international air transport so as to:

- (a) Insure the safe and orderly growth of international civil aviation throughout the world;
- (b) Encourage the arts of aircraft design and operation for peaceful purposes;
- (c) Encourage the development of airways, airports, and air navigation facilities for international civil aviation;
- (d) Meet the needs of the peoples of the world for safe, regular, efficient and economical air transport;
- (e) Prevent economic waste caused by unreasonable competition;
- (f) Insure that the rights of contracting States are fully respected and that every contracting State has a fair opportunity to operate international airlines;
- (g) Avoid discrimination between contracting States;
- (h) Promote safety of flight in international air navigation;
- (i) Promote generally the development of all aspects of international civil aeronautics.

Article 45

The permanent seat of the Organization shall be at such place as shall be determined at the final meeting of the Interim Assembly of the Provisional International Civil Aviation Organization set up by the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944. The seat may be temporarily transferred elsewhere by decision of the Council.

Article 46

First meeting
of Assembly.

The first meeting of the Assembly shall be summoned by the Interim Council of the above-mentioned Provisional Organization as soon as the Convention has come into force, to meet at a time and place to be decided by the Interim Council.

Article 47

Legal
capacity.

The Organization shall enjoy in the territory of each contracting State such legal capacity as may be necessary for the performance of its functions. Full juridical personality shall be granted wherever compatible with the constitution and laws of the State concerned.

CHAPTER VIII

THE ASSEMBLY

Article 48

(a) The Assembly shall meet annually and shall be convened by the Council at a suitable time and place. Extraordinary meetings of the Assembly may be held at any time upon the call of the Council or at the request of any ten contracting States addressed to the Secretary General.

Meetings of
Assembly
and voting.

(b) All contracting States shall have an equal right to be represented at the meetings of the Assembly and each contracting State shall be entitled to one vote. Delegates representing contracting States may be assisted by technical advisers who may participate in the meetings but shall have no vote.

(c) A majority of the contracting States is required to constitute a quorum for the meetings of the Assembly. Unless otherwise provided in this Convention, decisions of the Assembly shall be taken by a majority of the votes cast.

Article 49

The powers and duties of the Assembly shall be to:

Powers and
duties of
Assembly.

(a) Elect at each meeting its President and other officers;

(b) Elect the contracting States to be represented on the Council, in accordance with the provisions of Chapter IX;

(c) Examine and take appropriate action on the reports of the Council and decide on any matter referred to it by the Council;

(d) Determine its own rules of procedure and establish such subsidiary commissions as it may consider to be necessary or desirable;

(e) Vote an annual budget and determine the financial arrangements of the Organization, in accordance with the provisions of Chapter XII;

(f) Review expenditures and approve the accounts of the Organization;

(g) Refer, at its discretion, to the Council, to subsidiary commissions, or to any other body any matter within its sphere of action;

(h) Delegate to the Council the powers and authority necessary or desirable for the discharge of the duties of the Organization and revoke or modify the delegations of authority at any time;

(i) Carry out the appropriate provisions of Chapter XIII;

(j) Consider proposals for the modification or amendment of the provisions of this Convention and, if it approves of the proposals, recommend them to the contracting States in accordance with the provisions of Chapter XXI;

(k) Deal with any matter within the sphere of action of the Organization not specifically assigned to the Council.

CHAPTER IX

THE COUNCIL

Article 50

Composition
and election
of Council.

(a) The Council shall be a permanent body responsible to the Assembly. It shall be composed of 21 contracting States elected by the Assembly. An election shall be held at the first meeting of the Assembly and thereafter every three years, and the members of the Council so elected shall hold office until the next following election.

(b) In electing the members of the Council, the Assembly shall give adequate representation to (1) the States of chief importance in air transport; (2) the States not otherwise included which make the largest contribution to the provision of facilities for international civil air navigation; and (3) the States not otherwise included whose designation will insure that all the major geographic areas of the world are represented on the Council. Any vacancy on the Council shall be filled by the Assembly as soon as possible; any contracting State so elected to the Council shall hold office for the unexpired portion of its predecessor's term of office.

(c) No representative of a contracting State on the Council shall be actively associated with the operation of an international air service or financially interested in such a service.

Article 51

President
of Council.

The Council shall elect its President for a term of three years. He may be re-elected. He shall have no vote. The Council shall elect from among its members one or more Vice Presidents who shall retain their right to vote when serving as acting President. The President need not be selected from among the representatives of the members of the Council but, if a representative is elected, his seat shall be deemed vacant and it shall be filled by the State which he represented. The duties of the President shall be to:

(a) Convene meetings of the Council, the Air Transport Committee, and the Air Navigation Commission;

(b) Serve as representative of the Council; and

(c) Carry out on behalf of Council the functions which the Council assigns to him.

Article 52

Voting in
Council.

Decisions by the Council shall require approval by a majority of its members. The Council may delegate authority with respect to any particular matter to a committee of its members. Decisions of any committee of the Council may be appealed to the Council by any interested contracting State.

Article 53

Participation
without
a vote.

Any contracting State may participate, without a vote, in the consideration by the Council and by its committees and commissions of any question which especially affects its interests. No member of the Council shall vote in the consideration by the Council of a dispute to which it is a party.

Article 54

The Council shall:

Mandatory
functions
of Council.

- (a) Submit annual reports to the Assembly;
- (b) Carry out the directions of the Assembly and discharge the duties and obligations which are laid on it by this Convention;
- (c) Determine its organization and rules of procedure;
- (d) Appoint and define the duties of an Air Transport Committee, which shall be chosen from among the representatives of the members of the Council, and which shall be responsible to it;
- (e) Establish an Air Navigation Commission, in accordance with the provisions of Chapter X;
- (f) Administer the finances of the Organization in accordance with the provisions of Chapters XII and XV;
- (g) Determine the emoluments of the President of the Council;
- (h) Appoint a chief executive officer who shall be called the Secretary General, and make provision for the appointment of such other personnel as may be necessary, in accordance with the provisions of Chapter XI;
- (i) Request, collect, examine and publish information relating to the advancement of air navigation and the operation of international air services, including information about the costs of operation and particulars of subsidies paid to airlines from public funds;
- (j) Report to contracting States any infraction of this Convention, as well as any failure to carry out recommendations or determinations of the Council;
- (k) Report to the Assembly any infraction of this Convention where a contracting State has failed to take appropriate action within a reasonable time after notice of the infraction;
- (l) Adopt, in accordance with the provisions of Chapter VI of this Convention, international standards and recommended practices; for convenience designate them as Annexes to this Convention; and notify all contracting States of the action taken;
- (m) Consider recommendations of the Air Navigation Commission for amendment of the Annexes and take action in accordance with the provisions of Chapter XX;
- (n) Consider any matter relating to the Convention which any contracting State refers to it.

Article 55

The Council may:

Permissive
functions
of Council.

- (a) Where appropriate and as experience may show to be desirable, create subordinate air transport commissions on a regional or other basis and define groups of states or airlines with or through which it may deal to facilitate the carrying out of the aims of this Convention;
- (b) Delegate to the Air Navigation Commission duties additional to those set forth in the Convention and revoke or modify such delegations of authority at any time;
- (c) Conduct research into all aspects of air transport and air navigation which are of international importance, communi-

cate the results of its research to the contracting States, and facilitate the exchange of information between contracting States on air transport and air navigation matters;

(d) Study any matters affecting the organization and operation of international air transport, including the international ownership and operation of international air services on trunk routes, and submit to the Assembly plans in relation thereto;

(e) Investigate, at the request of any contracting State, any situation which may appear to present avoidable obstacles to the development of international air navigation; and, after such investigation, issue such reports as may appear to it desirable.

CHAPTER X

THE AIR NAVIGATION COMMISSION

Article 56

Nomination
and appoint-
ment of
Commission.

The Air Navigation Commission shall be composed of twelve members appointed by the Council from among persons nominated by contracting States. These persons shall have suitable qualifications and experience in the science and practice of aeronautics. The Council shall request all contracting States to submit nominations. The President of the Air Navigation Commission shall be appointed by the Council.

Article 57

Duties of
Commission.

The Air Navigation Commission shall:

(a) Consider, and recommend to the Council for adoption, modifications of the Annexes to this Convention;

(b) Establish technical subcommissions on which any contracting State may be represented, if it so desires;

(c) Advise the Council concerning the collection and communication to the contracting States of all information which it considers necessary and useful for the advancement of air navigation.

CHAPTER XI

PERSONNEL

Article 58

Appointment
of personnel.

Subject to any rules laid down by the Assembly and to the provisions of this Convention, the Council shall determine the method of appointment and of termination of appointment, the training, and the salaries, allowances, and conditions of service of the Secretary General and other personnel of the Organization, and may employ or make use of the services of nationals of any contracting State.

Article 59

International
character of
personnel.

The President of the Council, the Secretary General, and other personnel shall not seek or receive instructions in regard to the discharge of their responsibilities from any authority external to the Organization. Each contracting State undertakes fully to respect the international character of the responsibilities of the personnel and not to seek to influence any of its nationals in the discharge of their responsibilities.

Article 60

Each contracting State undertakes, so far as possible under its constitutional procedure, to accord to the President of the Council, the Secretary General, and the other personnel of the Organization, the immunities and privileges which are accorded to corresponding personnel of other public international organizations. If a general international agreement on the immunities and privileges of international civil servants is arrived at, the immunities and privileges accorded to the President, the Secretary General and the other personnel of the Organization shall be the immunities and privileges accorded under that general international agreement.

Immunities
and privileges
of personnel.

CHAPTER XII

FINANCE

Article 61

The Council shall submit to the Assembly an annual budget, annual statements of accounts and estimates of all receipts and expenditures. The Assembly shall vote the budget with whatever modification it sees fit to prescribe, and, with the exception of assessments under Chapter XV to States consenting thereto, shall apportion the expenses of the Organization among the contracting States on the basis which it shall from time to time determine.

Budget and
apportionment
of expenses.

Article 62

The Assembly may suspend the voting power in the Assembly and in the Council of any contracting State that fails to discharge within a reasonable period its financial obligations to the Organization.

Suspension of
voting power.

Article 63

Each contracting State shall bear the expenses of its own delegation to the Assembly and the remuneration, travel, and other expenses of any person whom it appoints to serve on the Council, and of its nominees or representatives on any subsidiary committees or commissions of the Organization.

Expenses of
delegations
and other
representatives.

CHAPTER XIII

OTHER INTERNATIONAL ARRANGEMENTS

Article 64

The Organization may, with respect to air matters within its competence directly affecting world security, by vote of the Assembly enter into appropriate arrangements with any general organization set up by the nations of the world to preserve peace.

Security
arrangements.

Article 65

The Council, on behalf of the Organization, may enter into agreements with other international bodies for the maintenance of common services and for common arrangements concerning personnel and, with

Arrangements
with other
international
bodies.

the approval of the Assembly, may enter into such other arrangements as may facilitate the work of the Organization.

Article 66

Functions
relating
to other
agreements.

(a) The Organization shall also carry out the functions placed upon it by the International Air Services Transit Agreement and by the International Air Transport Agreement drawn up at Chicago on December 7, 1944, in accordance with the terms and conditions therein set forth.

(b) Members of the Assembly and the Council who have not accepted the International Air Services Transit Agreement or the International Air Transport Agreement drawn up at Chicago on December 7, 1944, shall not have the right to vote on any questions referred to the Assembly or Council under the provisions of the relevant Agreement.

PART III. INTERNATIONAL AIR TRANSPORT

CHAPTER XIV

INFORMATION AND REPORTS

Article 67

File reports
with Council.

Each contracting State undertakes that its international airlines shall, in accordance with requirements laid down by the Council, file with the Council traffic reports, cost statistics and financial statements showing among other things all receipts and the sources thereof.

CHAPTER XV

AIRPORTS AND OTHER AIR NAVIGATION FACILITIES

Article 68

Designation
of routes
and airports.

Each contracting State may, subject to the provisions of this Convention, designate the route to be followed within its territory by any international air service and the airports which any such service may use.

Article 69

Improvement
of air
navigation
facilities.

If the Council is of the opinion that the airports or other air navigation facilities, including radio and meteorological services, of a contracting State are not reasonably adequate for the safe, regular, efficient, and economical operation of international air services, present or contemplated, the Council shall consult with the State directly concerned, and other States affected, with a view to finding means by which the situation may be remedied, and may make recommendations for that purpose. No contracting State shall be guilty of an infraction of this Convention if it fails to carry out these recommendations.

Article 70

A contracting State, in the circumstances arising under the provisions of Article 69, may conclude an arrangement with the Council for giving effect to such recommendations. The state may elect to bear all of the costs involved in any such arrangement. If the State does not so elect, the Council may agree, at the request of the State, to provide for all or a portion of the costs.

Financing
of air
navigation
facilities.

Article 71

If a contracting State so requests, the Council may agree to provide, man, maintain, and administer any or all of the airports and other air navigation facilities, including radio and meteorological services, required in its territory for the safe, regular, efficient and economical operation of the international air services of the other contracting States, and may specify just and reasonable charges for the use of the facilities provided.

Provision and
maintenance
of facilities
by Council.

Article 72

Where land is needed for facilities financed in whole or in part by the Council at the request of a contracting State, that State shall either provide the land itself, retaining title if it wishes, or facilitate the use of the land by the Council on just and reasonable terms and in accordance with the laws of the State concerned.

Acquisition
or use of land.

Article 73

Within the limit of the funds which may be made available to it by the Assembly under Chapter XII, the Council may make current expenditures for the purposes of this Chapter from the general funds of the Organization. The Council shall assess the capital funds required for the purposes of this Chapter in previously agreed proportions over a reasonable period of time to the contracting States consenting thereto whose airlines use the facilities. The Council may also assess to States that consent any working funds that are required.

Expenditure
and assessment
of funds.

Article 74

When the Council, at the request of a contracting State, advances funds or provides airports or other facilities in whole or in part, the arrangement may provide, with the consent of that state, for technical assistance in the supervision and operation of the airports and other facilities, and for the payment, from the revenues derived from the operation of the airports and other facilities, of the operating expenses of the airports and the other facilities, and of interest and amortization charges.

Technical
assistance and
utilization
of revenues.

Article 75

A contracting State may at any time discharge any obligation into which it has entered under Article 70, and take over airports and other facilities which the Council has provided in its territory pursuant to the provisions of Article 71 and 72, by paying to the Council an amount which in the opinion of the Council is reasonable in the circumstances. If the State considers that the amount fixed by the Council is unreasonable it may appeal to the Assembly against the decision of the Council and the Assembly may confirm or amend the decision of the Council.

Taking over
of facilities
from Council.

Article 76

Return
of funds.

Funds obtained by the Council through reimbursement under Article 75 and from receipts of interest and amortization payments under Article 74 shall, in the case of advances originally financed by States under Article 73, be returned to the States which were originally assessed in the proportion of their assessments, as determined by the Council.

CHAPTER XVI

JOINT OPERATING ORGANIZATIONS AND POOLED SERVICES

Article 77

Joint operating
organizations
permitted.

Nothing in this Convention shall prevent two or more contracting States from constituting joint air transport operating organizations or international operating agencies and from pooling their air services on any routes or in any regions, but such organizations or agencies and such pooled services shall be subject to all the provisions of this Convention, including those relating to the registration of agreements with the Council. The Council shall determine in what manner the provisions of this Convention relating to nationality of aircraft shall apply to aircraft operated by international operating agencies.

Article 78

Function of
Council.

The Council may suggest to contracting States concerned that they form joint organizations to operate air services on any routes or in any regions.

Article 79

Participation
in operating
organizations.

A State may participate in joint operating organizations or in pooling arrangements, either through its government or through an airline company or companies designated by its government. The companies may, at the sole discretion of the State concerned, be state-owned or partly state-owned or privately-owned.

PART IV. FINAL PROVISIONS

CHAPTER XVII

OTHER AERONAUTICAL AGREEMENTS AND ARRANGEMENTS

Article 80

Paris and
Habana
Conventions.

Each contracting State undertakes, immediately upon the coming into force of this Convention, to give notice of denunciation of the Convention relating to the Regulation of Aerial Navigation signed at Paris on October 13, 1919, or the Convention on Commercial Aviation signed at Habana on February 20, 1928, if it is a party to either. As between contracting States, this Convention supersedes the Conventions of Paris and Habana previously referred to.

Article 81

Registration
of existing
agreements.

All aeronautical agreements which are in existence on the coming into force of this Convention, and which are between a contracting State and any other State or between an airline of a contracting State and any other State or the airline of any other State, shall be forthwith registered with the Council.

Article 82

The contracting States accept this Convention as abrogating all obligations and understandings between them which are inconsistent with its terms, and undertake not to enter into any such obligations and understandings. A contracting State which, before becoming a member of the Organization has undertaken any obligations toward a non-contracting State or a national of a contracting State or of a non-contracting State inconsistent with the terms of this Convention, shall take immediate steps to procure its release from the obligations. If an airline of any contracting State has entered into any such inconsistent obligations, the State of which it is a national shall use its best efforts to secure their termination forthwith and shall in any event cause them to be terminated as soon as such action can lawfully be taken after the coming into force of this Convention.

Abrogation of
inconsistent
arrangements.

Article 83

Subject to the provisions of the preceding Article, any contracting State may make arrangements not inconsistent with the provisions of this Convention. Any such arrangement shall be forthwith registered with the Council, which shall make it public as soon as possible.

Registration
of new
arrangements.

CHAPTER XVIII

DISPUTES AND DEFAULT

Article 84

If any disagreement between two or more contracting States relating to the interpretation or application of this Convention and its annexes cannot be settled by negotiation, it shall, on the application of any State concerned in the disagreement, be decided by the Council. No member of the Council shall vote in the consideration by the Council of any dispute to which it is a party. Any contracting State may, subject to Article 85, appeal from the decision of the Council to an *ad hoc* arbitral tribunal agreed upon with the other parties to the dispute or to the Permanent Court of International Justice. Any such appeal shall be notified to the Council within sixty days of receipt of notification of the decision of the Council.

Settlement
of disputes.

Article 85

If any contracting State party to a dispute in which the decision of the Council is under appeal has not accepted the Statute of the Permanent Court of International Justice and the contracting States parties to the dispute cannot agree on the choice of the arbitral tribunal, each of the contracting States parties to the dispute shall name a single arbitrator who shall name an umpire. If either contracting State party to the dispute fails to name an arbitrator within a period of three months from the date of the appeal, an arbitrator shall be named on behalf of that State by the President of the Council from a list of qualified and available persons maintained by the Council. If, within 30 days, the arbitrators cannot agree on an umpire, the President of the Council shall designate an umpire from the list previously referred to. The arbitrators and the umpire shall then jointly constitute an arbitral tribunal. Any arbitral tribunal established under this or the preceding Article shall settle its own

Arbitration
procedure.

procedure and give its decisions by majority vote, provided that the Council may determine procedural questions in the event of any delay which in the opinion of the Council is excessive.

Article 86

Appeals.

Unless the Council decides otherwise, any decision by the Council on whether an international airline is operating in conformity with the provisions of this Convention shall remain in effect unless reversed on appeal. On any other matter, decisions of the Council shall, if appealed from, be suspended until the appeal is decided. The decisions of the Permanent Court of International Justice and of an arbitral tribunal shall be final and binding.

Article 87

Penalty for non-conformity by airline.

Each contracting State undertakes not to allow the operation of an airline of a contracting State through the air space above its territory if the Council has decided that the airline concerned is not conforming to a final decision rendered in accordance with the previous Article.

Article 88

Penalty for non-conformity by State.

The Assembly shall suspend the voting power in the Assembly and in the Council of any contracting State that is found in default under the provisions of this Chapter.

CHAPTER XIX

WAR

Article 89

War and emergency conditions.

In case of war, the provisions of this Convention shall not affect the freedom of action of any of the contracting States affected, whether as belligerents or as neutrals. The same principle shall apply in the case of any contracting State which declares a state of national emergency and notifies the fact to the Council.

CHAPTER XX

ANNEXES

Article 90

Adoption and Amendment of Annexes.

(a) The adoption by the Council of the Annexes described in Article 54, subparagraph (1), shall require the vote of two-thirds of the Council at a meeting called for that purpose and shall then be submitted by the Council to each contracting State. Any such Annex or any amendment of an Annex shall become effective within three months after its submission to the contracting States or at the end of such longer period of time as the Council may prescribe, unless in the meantime a majority of the contracting States register their disapproval with the Council.

(b) The Council shall immediately notify all contracting States of the coming into force of any Annex or amendment thereto.

CHAPTER XXI

RATIFICATIONS, ADHERENCES, AMENDMENTS, AND DENUNCIATIONS

Article 91

(a) This convention shall be subject to ratification by the signatory States. The instruments of ratification shall be deposited in the archives of the Government of the United States of America, which shall give notice of the date of the deposit to each of the signatory and adhering States. Ratification of Convention.

(b) As soon as this Convention has been ratified or adhered to by twenty-six States it shall come into force between them on the thirtieth day after deposit of the twenty-sixth instrument. It shall come into force for each state ratifying thereafter on the thirtieth day after the deposit of its instrument of ratification.

(c) It shall be the duty of the Government of the United States of America to notify the government of each of the signatory and adhering States of the date on which this Convention comes into force.

Article 92

(a) This Convention shall be open for adherence by members of the United Nations and States associated with them, and States which remained neutral during the present world conflict. Adherence to Convention.

(b) Adherence shall be effected by a notification addressed to the Government of the United States of America and shall take effect as from the thirtieth day from the receipt of the notification by the Government of the United States of America; which shall notify all the contracting States.

Article 93

States other than those provided for in Articles 91 and 92(a) may, subject to approval by any general international organization set up by the nations of the world to preserve peace, be admitted to participation in this Convention by means of a four-fifths vote of the Assembly and on such conditions as the Assembly may prescribe: provided that in each case the assent of any State invaded or attacked during the present war by the State seeking admission shall be necessary. Admission of other States.

Article 94

(a) Any proposed amendment to this Convention must be approved by a two-thirds vote of the Assembly and shall then come into force in respect of States which have ratified such amendment when ratified by the number of contracting States specified by the Assembly. The number so specified shall not be less than two-thirds of the total number of contracting States. Amendment of Convention.

(b) If in its opinion the amendment is of such a nature as to justify this course, the Assembly in its resolution recommending adoption may provide that any State which has not ratified within a specified period after the amendment has come into force shall thereupon cease to be a member of the Organization and a party to the Convention.

Article 95

Denunciation
of Convention.

(a) Any contracting State may give notice of denunciation of this Convention three years after its coming into effect by notification addressed to the Government of the United States of America, which shall at once inform each of the contracting States.

(b) Denunciation shall take effect one year from the date of the receipt of the notification and shall operate only as regards the State effecting the denunciation.

CHAPTER XXII

DEFINITIONS

Article 96

For the purpose of this Convention the expression:

(a) "Air service" means any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo.

(b) "International air service" means an air service which passes through the air space over the territory of more than one State.

(c) "Airline" means any air transport enterprise offering or operating an international air service.

(d) "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, cargo or mail.

SIGNATURE OF CONVENTION

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, having been duly authorized, sign this Convention on behalf of their respective governments on the dates appearing opposite their signatures.

DONE at Chicago the 7th day of December, 1944, in the English language. A text drawn up in the English, French, and Spanish languages, each of which shall be of equal authenticity, shall be open for signature at Washington, D.C. Both texts shall be deposited in the archives of the Government of the United States of America, and certified copies shall be transmitted by that Government to the governments of all the States which may sign or adhere to this Convention.

(Here follow the names of signatories for Afghanistan, Australia, Bolivia, Canada, Chile, China, the Dominican Republic, Ecuador, Egypt, France, Greece, Haiti, Honduras, Iceland, India, Iran, Iraq, Ireland, Lebanon, Liberia, Mexico, the Netherlands, New Zealand, Nicaragua, Panama, Peru, the Philippine Commonwealth, Poland, Portugal, Spain, Sweden, Syria, Turkey, the United Kingdom of Great Britain and Northern Ireland, the United States of America, Uruguay, Denmark, Thailand. The Delegation of the Republic of Panama signed the Convention *ad referendum*, and subject to the following reservations: 1. Because of its strategic position and responsibility in the protection of the means of communication in its territory, which are of the utmost importance to world trade, and vital to the defence of the Western Hemisphere, the Republic of Panama reserves the right to take, with respect to all flights through the air space above its territory, all measures which in its judgment may be proper for its own security or the protection of said means of communication; 2. The Republic of Panama understand that the technical annexes to which reference is made in the Convention constitute recommendations only, and not binding obligations.)

APPENDIX III

INTERNATIONAL AIR SERVICES TRANSIT AGREEMENT

The States which sign and accept this International Air Services Transit Agreement, being members of the International Civil Aviation Organization, declare as follows:

ARTICLE I

Section 1

Each contracting State grants to the other contracting States the following freedoms of the air in respect of scheduled international air services:

- (1) The privilege to fly across its territory without landing;
- (2) The privilege to land for non-traffic purposes.

The privileges of this section shall not be applicable with respect to airports utilized for military purposes to the exclusion of any scheduled international air services. In areas of active hostilities or of military occupation, and in time of war along the supply routes leading to such areas, the exercise of such privileges shall be subject to the approval of the competent military authorities.

Section 2

The exercise of the foregoing privileges shall be in accordance with the provisions of the Interim Agreement on International Civil Aviation and, when it comes into force, with the provisions of the Convention on International Civil Aviation, both drawn up at Chicago on December 7, 1944.

Section 3

A contracting State granting to the airlines of another contracting State the privilege to stop for non-traffic purposes may require such airlines to offer reasonable commercial service at the points at which such stops are made.

Such requirement shall not involve any discrimination between airlines operating on the same route, shall take into account the capacity of the aircraft, and shall be exercised in such a manner as not to prejudice the normal operations of the international air services concerned or the rights and obligations of a contracting State.

Section 4

Each contracting State may, subject to the provisions of this Agreement,

(1) Designate the route to be followed within its territory by any international air service and the airports which any such service may use;

(2) Impose or permit to be imposed on any such service just and reasonable charges for the use of such airports and other facilities; these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services: provided that, upon representation by an interested contracting State, the charges imposed for the use of airports and other facilities shall be subject to review by the Council of the International Civil Aviation Organization established under the above-mentioned Convention, which shall report and make recommendations thereon for the consideration of the State or States concerned.

Section 5

Each contracting State reserves the right to withhold or revoke a certificate or permit to an air transport enterprise of another State in any case where it is not satisfied that substantial ownership and effective control are vested in nationals of a contracting State, or in case of failure of such air transport enterprise to comply with the laws of the State over which it operates, or to perform its obligations under this Agreement.

ARTICLE II*Section 1*

A contracting State which deems that action by another contracting State under this Agreement is causing injustice or hardship to it, may request the Council to examine the situation. The Council shall thereupon inquire into the matter, and shall call the States concerned into consultation. Should such consultation fail to resolve the difficulty, the Council may make appropriate findings and recommendations to the contracting States concerned. If thereafter a contracting State concerned shall in the opinion of the Council unreasonably fail to take suitable corrective action, the Council may recommend to the Assembly of the above-mentioned Organization that such contracting State be suspended from its rights and privileges under this Agreement until such action has been taken. The Assembly by a two-thirds vote may so suspend such contracting State for such period of time as it may deem proper or until the Council shall find that corrective action has been taken by such State.

Section 2

If any disagreement between two or more contracting States relating to the interpretation or application of this Agreement cannot be settled by negotiation, the provisions of Chapter XVIII of the above-mentioned Convention shall be applicable in the same manner as provided therein with reference to any disagreement relating to the interpretation or application of the above-mentioned Convention.

ARTICLE III

This Agreement shall remain in force as long as the above mentioned Convention; provided, however, that any contracting State, a party to the present Agreement, may denounce it on one year's notice given by it to the Government of the United States of America, which shall at once inform all other contracting States of such notice and withdrawal.

ARTICLE IV

Pending the coming into force of the above-mentioned Convention, all references to it herein, other than those contained in Article II, Section 2, and Article V, shall be deemed to be references to the Interim Agreement on International Civil Aviation drawn up at Chicago on December 7, 1944; and references to the International Civil Aviation Organization, the Assembly, and the Council shall be deemed to be references to the Provisional International Civil Aviation Organization, the Interim Assembly, and Interim Council, respectively.

ARTICLE V

For the purposes of this Agreement, "territory" shall be defined as in Article 2 of the above-mentioned Convention.

ARTICLE VI

SIGNATURES AND ACCEPTANCES OF AGREEMENT

The undersigned delegates to the International Civil Aviation Conference, convened in Chicago on November 1, 1944, have affixed their signatures to this Agreement with the understanding that the government of the United States of America shall be informed at the earliest possible date by each of the governments on whose behalf the Agreement has been signed whether signature on its behalf shall constitute an acceptance of the Agreement by that government and an obligation binding upon it.

Any State a member of the International Civil Aviation Organization may accept the present Agreement as an obligation binding upon it by notification of its acceptance to the Government of the United States, and such acceptance shall become effective upon the date of the receipt of such notification by that Government.

This Agreement shall come into force as between contracting States upon its acceptance by each of them. Thereafter it shall become binding as to each other State indicating its acceptance to the Government of the United States on the date of the receipt of the acceptance by that Government. The Government of the United States shall inform all signatory and accepting States of the date of all acceptances of the Agreement, and of the date on which it comes into force for each accepting State.

IN WITNESS WHEREOF, the undersigned, having been duly authorized, sign this Agreement on behalf of their respective governments on the dates appearing opposite their respective signatures.

DONE at Chicago the seventh day of December, 1944, in the English language. A text drawn up in the English, French, and Spanish languages, each of which shall be of equal authenticity, shall be opened for signature at Washington, D.C. Both texts shall be deposited in the archives of the Government of the United States of America, and certified copies shall be transmitted by that Government to the governments of all the States which may sign or accept this Agreement.

(Here follow the names of the signatories* for Afghanistan, Bolivia, Chile, Ecuador, Egypt, France, Greece, Haiti, Honduras, India, Iran, Iraq, Lebanon, Liberia, Mexico, the Netherlands, New Zealand, Nicaragua, Peru, the Philippine Commonwealth, Poland, Spain, Sweden, Turkey, the United Kingdom of Great Britain and Northern Ireland (with declaration to the effect that, failing later notification of inclusion, the signature does not cover Newfoundland), the United States of America, Uruguay, Venezuela (*ad referendum*), Denmark, Thailand).

* The Agreement was signed and accepted by Canada on February 10, 1945.

APPENDIX IV

INTERNATIONAL AIR TRANSPORT AGREEMENT

The States which sign and accept this International Air Transport Agreement being members of the International Civil Aviation Organization, declare as follows:—

ARTICLE I

Section 1

Each contracting State grants to the other contracting States the following freedoms of the air in respect of scheduled international air services:—

- (1) The privilege to fly across its territory without landing;
- (2) The privilege to land for non-traffic purposes;
- (3) The privilege to put down passengers, mail and cargo taken on in the territory of the State whose nationality the aircraft possesses;
- (4) The privilege to take on passengers, mail and cargo destined for the territory of the State whose nationality the aircraft possesses;
- (5) The privilege to take on passengers, mail and cargo destined for the territory of any other contracting State and the privilege to put down passengers, mail and cargo coming from any such territory.

With respect to the privileges specified under paragraphs (3), (4) and (5) of this section, the undertaking of each contracting State relates only to through services on a route constituting a reasonably direct line out from and back to the homeland of the State whose nationality the aircraft possesses.

The privileges of this section shall not be applicable with respect to airports utilized for military purposes to the exclusion of any scheduled international air services. In areas of active hostilities or of military occupation, and in time of war along the supply routes leading to such areas, the exercise of such privileges shall be subject to the approval of the competent military authorities.

Section 2

The exercise of the foregoing privileges shall be in accordance with the provisions of the Interim Agreement on International Civil Aviation and, when it comes into force, with the provisions of the Convention on International Civil Aviation, both drawn up at Chicago on December 7, 1944.

Section 3

A contracting State granting to the airlines of another contracting State the privilege to stop for non-traffic purposes may require such airlines to offer reasonable commercial service at the points at which such stops are made.

Such requirement shall not involve any discrimination between airlines operating on the same route, shall take into account the capacity of the aircraft, and shall be exercised in such a manner as not to prejudice the normal operations of the international air services concerned or the rights and obligations of any contracting State.

Section 4

Each contracting State shall have the right to refuse permission to the aircraft of other contracting states to take on in its territory passengers, mail and cargo carried for remuneration or hire and destined for another point within its territory. Each contracting State undertakes not to enter into any arrangements which specifically grant any such privilege on an exclusive basis to any other State or an airline of any other State, and not to obtain any such exclusive privilege from any other State.

Section 5

Each contracting State may, subject to the provisions of this Agreement,

(1) Designate the route to be followed within its territory by any international air service and the airports which any such service may use;

(2) Impose or permit to be imposed on any such service just and reasonable charges for the use of such airports and other facilities; these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services: provided that, upon representation by an interested contracting State, the charges imposed for the use of airports and other facilities shall be subject to review by the Council of the International Civil Aviation Organization established under the above-mentioned Convention, which shall report and make recommendations thereon for the consideration of the State or States concerned.

Section 6

Each contracting State reserves the right to withhold or revoke a certificate or permit to an air transport enterprise of another State in any case where it is not satisfied that substantial ownership and effective control are vested in nationals of a contracting State, or in case of failure of such air transport enterprise to comply with the laws of the State over which it operates, or to perform its obligations under this Agreement.

ARTICLE II

Section 1

The contracting States accept this Agreement as abrogating all obligations and understandings between them which are inconsistent with its terms, and undertake not to enter into any such obligations and understandings. A contracting State which has undertaken any other obligations inconsistent with this Agreement shall take immediate steps to procure its release from the obligations. If an airline of any contracting State has entered into any such inconsistent obligations, the State of which it is a national shall use its best efforts to secure their termination forthwith and shall in any event cause them to be terminated as soon as such action can lawfully be taken after the coming into force of this Agreement.

Section 2

Subject to the provisions of the preceding section any contracting State may make arrangements concerning international air services not inconsistent with this Agreement. Any such arrangement shall be forthwith registered with the Council; which shall make it public as soon as possible.

ARTICLE III

Each contracting State undertakes that in the establishment and operation of through services due consideration shall be given to the interests of the other contracting States so as not to interfere unduly with their regional services or to hamper the development of their through services.

ARTICLE IV

Section 1

Any contracting State may by reservation attached to this Agreement at the time of signature or acceptance elect not to grant and receive the rights and obligations of Article I, Section 1, paragraph (5), and may at any time after acceptance, on six months' notice given by it to the Council, withdraw itself from such rights and obligations. Such contracting State may on six months' notice to the Council assume or resume, as the case may be, such rights and obligations. No contracting State shall be obliged to grant any rights under the said paragraph to any contracting State not bound thereby.

Section 2

A contracting State which deems that action by another contracting State under this Agreement is causing injustice or hardship to it, may request the Council to examine the situation. The Council shall thereupon inquire into the matter, and shall call the States concerned into consultation. Should such consultation fail to resolve the difficulty, the Council may make appropriate findings and recommendations to the contracting States concerned. If thereafter a contracting State concerned shall in the opinion of the Council unreasonably fail to take suitable corrective action, the Council may recommend to the Assembly of the above-mentioned Organization that such contracting State be suspended from its rights and privileges under this Agreement until such action has been taken. The Assembly by a two-thirds vote may so suspend such contracting State for such period of time as it may deem proper or until the Council shall find that corrective action has been taken by such State.

Section 3

If any disagreement between two or more contracting States relating to the interpretation or application of this Agreement cannot be settled by negotiation, the provisions of Chapter XVIII of the above-mentioned Convention shall be applicable in the same manner as provided therein with reference to any disagreement relating to the interpretation or application of the above-mentioned Convention.

ARTICLE V

This Agreement shall remain in force as long as the above-mentioned Convention; provided, however, that any contracting State, a party to the present Agreement, may denounce it on one year's notice given by it to the Government of the United States of America, which shall at once inform all other contracting States of such notice and withdrawal.

ARTICLE VI

Pending the coming into force of the above-mentioned Convention, all references to it herein other than those contained in Article IV, Section 3, and Article VII shall be deemed to be references to the Interim Agreement on International Civil Aviation drawn up at Chicago on December 7, 1944; and references to the International Civil Aviation Organization, the Assembly, and the Council shall be deemed to be references to the Provisional International Civil Aviation Organization, the Interim Assembly, and the Interim Council, respectively.

ARTICLE VII

For the purposes of this Agreement, "territory" shall be defined as in Article 2 of the above-mentioned Convention.

ARTICLE VIII

SIGNATURES AND ACCEPTANCES OF AGREEMENT

The undersigned delegates to the International Civil Aviation Conference, convened in Chicago on November 1, 1944, have affixed their signatures to this Agreement with the understanding that the Government of the United States of America shall be informed at the earliest possible date by each of the governments on whose behalf the Agreement has been signed whether signature on its behalf shall constitute an acceptance of the Agreement by that Government and an obligation binding upon it.

Any State a member of the International Civil Aviation Organization may accept the present Agreement as an obligation binding upon it by notification of its acceptance to the Government of the United States, and such acceptance shall become effective upon the date of the receipt of such notification by that Government.

This Agreement shall come into force as between contracting States upon its acceptance by each of them. Thereafter it shall become binding as to each other State indicating its acceptance to the Government of the United States on the date of the receipt of the acceptance by that Government. The Government of the United States shall inform all signatory and accepting States of the date of all acceptances of the Agreement, and of the date on which it comes into force for each accepting State.

IN WITNESS WHEREOF, the undersigned, having been duly authorized, sign this Agreement on behalf of their respective governments on the date appearing opposite their respective signatures.

DONE at Chicago the seventh day of December, 1944, in the English language. A text drawn up in the English, French and Spanish languages, each of which shall be of equal authenticity, shall be opened for signature at Washington, D.C. Both texts shall be deposited in the archives of the Government of the United States of America, and certified copies shall be transmitted by that Government to the governments of all States which may sign or accept this Agreement.

(Here follow the names of the signatories for Afghanistan, Bolivia, China, the Dominican Republic, Ecuador, Haiti, Honduras, Lebanon (*ad referendum* concerning the fifth privilege enumerated in Article I, Section 1), Liberia, Mexico, the Netherlands (with the exception of the fifth privilege enumerated in Article I, Section 1), Nicaragua, Peru, Sweden, Turkey (with the exception of the fifth privilege enumerated in Article I, Section 1), the United States of America, Uruguay, Venezuela (*ad referendum*), Denmark Thailand).

APPENDIX V*

DRAFTS OF TECHNICAL ANNEXES

Annex A, Airways Systems

Annex B, Communications Procedures and Systems

Annex C, Rules of the Air

Annex D, Air Traffic Control Practices

Annex E, Standards Governing the Licensing of Operating and Mechanical Personnel

Annex F, Log Book Requirements

Annex G, Airworthiness Requirements for Civil Aircraft Engaging in International Air Navigation

Annex H, Aircraft Registration and Identification Marks

Annex I, Meteorological Protection of International Aeronautics

Annex J, Aeronautical Maps and Charts

Annex K, Customs Procedures and Manifests

Annex L, Search and Rescue, and Investigation of Accidents

* Issued separately as Part 2 of the Final Act.

(CANADA)

TREATY SERIES, 1944

No. 37

FINAL ACT
OF THE
UNITED NATIONS
MONETARY AND FINANCIAL CONFERENCE

Held at Bretton Woods, July 1-22, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
PRINTER TO THE KING'S MOST EXCELLENT MAJESTY
CONTROLLER OF STATIONERY
1946

Price: 25 cents.



CANADA

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SUMMARY

	Page
Text of Final Act	3
Annex A to Final Act: Articles of Agreement of the International Monetary Fund	16
Annex B to Final Act: Articles of Agreement of the International Bank for Reconstruction and Development	47
Annex C to Final Act: Summary of Agreements of Bretton Woods Conference	70

FINAL ACT
OF THE UNITED NATIONS MONETARY AND FINANCIAL CONFERENCE
HELD AT BRETTON WOODS, JULY 1-22, 1944

The Governments of Australia, Belgium, Bolivia, Brazil, Canada, Chile, China, Colombia, Costa Rica, Cuba, Czechoslovakia, Dominican Republic, Ecuador, Egypt, El Salvador, Ethiopia; the French Delegation; the Governments of Greece, Guatemala, Haiti, Honduras, Iceland, India, Iran, Iraq, Liberia, Luxembourg, Mexico, Netherlands, New Zealand, Nicaragua, Norway, Panama, Paraguay, Peru, Philippine Commonwealth, Poland, Union of South Africa, Union of Soviet Socialist Republics, United Kingdom, United States of America, Uruguay, Venezuela, and Yugoslavia;

Having accepted the invitation extended to them by the Government of the United States of America to be represented at a United Nations Monetary and Financial Conference;

Appointed their respective delegates, who are listed below by countries in the order of alphabetical precedence:

AUSTRALIA

Leslie G. Melville, Economic Adviser to the Commonwealth Bank of Australia; *Chairman of the Delegation*.
James B. Brigden, Financial Counsellor, Australian Legation, Washington.
Frederick H. Wheeler, Commonwealth Department of the Treasury.
Arthur H. Tange, Commonwealth Department of External Affairs.

BELGIUM

Camille Gutt, Minister of Finance and Economic Affairs; *Chairman of the Delegation*.
Georges Theunis, Minister of State; Ambassador at Large on special mission in the United States; Governor of the National Bank of Belgium.
Baron Hervé de Gruben, Counsellor, Belgian Embassy, Washington.
Baron René Boel, Counsellor of the Belgian Government.

BOLIVIA

René Ballivián, Financial Counsellor, Bolivian Embassy, Washington; *Chairman of the Delegation*.

BRAZIL

Arthur de Souza Costa, Minister of Finance; *Chairman of the Delegation*.
Francisco Alves dos Santos-Filho, Director of Foreign Exchange of the Bank of Brazil.
Valentim Bouças, Commission of Control of the Washington Agreements and Economic and Financial Council.
Eugenio Gudin, Economic and Financial Council and Economic Planning Committee.
Octávio Bulhoes, Chief, Division of Economic and Financial Studies, Ministry of Finance.
Victor Azevedo Bastian, Director, Banco da Provincia do Rio Grande do Sul.

CANADA

J. L. Ilsley, Minister of Finance; *Chairman of the Delegation*.
 L. S. St. Laurent, Minister of Justice.
 D. C. Abbott, Parliamentary Assistant to the Minister of Finance.
 Lionel Chevrier, Parliamentary Assistant to the Minister of Munitions and Supply.
 J. A. Blanchette, Member of Parliament.
 W. A. Tucker, Member of Parliament.
 W. C. Clark, Deputy Minister of Finance.
 G. F. Towers, Governor, Bank of Canada.
 W. A. Mackintosh, Special Assistant to the Deputy Minister of Finance.
 L. Rasminsky, Chairman (alternate), Foreign Exchange Control Board.
 A. F. W. Plumptre, Financial Attaché, Canadian Embassy, Washington.
 J. J. Deutsch, Special Assistant to the Under Secretary of State of External Affairs.

CHILE

Luis Alamos Barros, Director, Central Bank of Chile; *Chairman of the Delegation*.
 Germán Riesco, General Representative of the Chilean Line, New York.
 Arturo Maschke Tornero, General Manager, Central Bank of Chile.
 Fernando Mardones Restat, Assistant General Manager, Chilean Nitrate and Iodine Sales Corporation.

CHINA

Hsiang-Hsi K'ung, Vice President of Executive Yuan and concurrently Minister of Finance; Governor of the Central Bank of China; *Chairman of the Delegation*.
 * Tingfu F. Tsiang, Chief Political Secretary of Executive Yuan; former Chinese Ambassador to the Union of Soviet Socialist Republics.
 Ping-Wen Kuo, Vice Minister of Finance.
 Victor Hoo, Administrative Vice Minister of Foreign Affairs.
 Yee-Chun Koo, Vice Minister of Finance.
 Kuo-Ching Li, Adviser to the Ministry of Finance.
 Te-Mou Hsi, Representative of the Ministry of Finance in Washington; Director, the Central Bank of China and Bank of China.
 Tsu-Yee Pei, Director, Bank of China.
 Ts-Liang Soong, General Manager, Manufacturers Bank of China; Director, the Central Bank of China, Bank of China, and Bank of Communications.

COLOMBIA

Carlos Lleras Restrepo, former Minister of Finance and Comptroller General; *Chairman of the Delegation*.
 Miguel López Pumarejo, former Ambassador to the United States; Manager, Caja de Crédito Agrario, Industrial y Minero.
 Victor Dugand, Banker.

COSTA RICA

Francisco de P. Gutiérrez Ross, Ambassador to the United States; former Minister of Finance and Commerce; *Chairman of the Delegation*.
 Luis Demetrio Tinoco Castro, Dean, Faculty of Economic Sciences, University of Costa Rica; former Minister of Finance and Commerce; former Minister of Public Education.
 Fernando Madrigal A., Member of Board of Directors, Chamber of Commerce of Costa Rica.

CUBA

E. I. Montoulieu, Minister of Finance; *Chairman of the Delegation*.

CZECHOSLOVAKIA

Ladislav Feierabend, Minister of Finance; *Chairman of the Delegation.*

Jan Mládek, Ministry of Finance; *Deputy Chairman of the Delegation.*

Antonín Basch, Department of Economics, Columbia University.

Josef Hanc, Director of the Czechoslovak Economic Service in the United States of America.

Ervin Hexner, Professor of Economics and Political Science, University of North Carolina.

DOMINICAN REPUBLIC

Anselmo Copello, Ambassador to the United States; *Chairman of the Delegation.*

J. R. Rodriguez, Minister Counsellor, Embassy of the Dominican Republic, Washington.

ECUADOR

Esteban F. Carbo, Financial Counsellor, Ecuadoran Embassy, Washington; *Chairman of the Delegation.*

Sixto E. Durán Ballén, Minister Counsellor, Ecuadoran Embassy, Washington.

EGYPT

Sany Lackany Bey; *Chairman of the Delegation.*

Mahmoud Saleh El Falaky.

Ahmed Selim.

EL SALVADOR

Augustín Alfaro Moran; *Chairman of the Delegation.*

Raúl Gamero.

Víctor Manuel Valdes.

ETHIOPIA

Blatta Ephrem Tewelde Medhen, Minister to the United States; *Chairman of the Delegation.*

George A. Blowers, State Bank of Ethiopia.

FRENCH DELEGATION

Pierre Mendes-France, Commissioner of Finance; *Chairman of the Delegation.*

André Istel, Technical Counsellor to the Department of Finance.

Assistant Delegates

Jean de Largentaye, Finance Inspector.

Robert Mossé, Professor of Economics.

Raoul Aglion, Legal Counsellor.

André Paul Maury.

GREECE

Kyriakos Varvaressos, Governor of the Bank of Greece; Ambassador Extraordinary for Economic and Financial Matters; *Chairman of the Delegation.*

Alexander Argyropoulos, Minister Resident; Director, Economic and Commercial Division, Ministry of Foreign Affairs.

Athanase Sbarounis, Director General, Ministry of Finance.

GUATEMALA

Manuel Noriega Morales, Postgraduate Student in Economic Sciences, Harvard University; *Chairman of the Delegation.*

HAITI

André Liautaud, Ambassador to the United States; *Chairman of the Delegation.*

Pierre Chauvet, Under Secretary of State for Finance.

HONDURAS

Julián R. Cáceres; Ambassador to the United States; *Chairman of the Delegation.*

ICELAND

Magnús Sigurdsson, Manager, National Bank of Iceland; *Chairman of the Delegation.*

Asgeir Asgeirsson, Manager, Fishery Bank of Iceland.

Svanbjörn Frímannsson, Chairman, State Commerce Board.

INDIA

Sir Jeremy Raisman, Member for Finance, Government of India; *Chairman of the Delegation.*

Sir Theodore Gregory, Economic Adviser to the Government of India.

Sir Chintaman D. Deshmukh, Governor, Reserve Bank of India.

Sir Shanmukham Chetty.

A. D. Shroff, Director, Tata Sons, Ltd.

IRAN

Abol Hassan Ebtehaj, Governor of National Bank of Iran; *Chairman of the Delegation.*

A. A. Daftary, Counsellor, Iranian Legation, Washington.

Hossein Navab, Consul General, New York.

Taghi Nassr, Iranian Trade and Economic Commissioner, New York.

IRAQ

Ibrahim Kamal, Senator and former Minister of Finance; *Chairman of the Delegation.*

Lionel M. Swan, Adviser to the Ministry of Finance.

Ibrahim Al-Kabir, Accountant General, Ministry of Finance.

Claude E. Loombe, Comptroller of Exchange and Currency Officer.

LIBERIA

William E. Dennis, Secretary of the Treasury; *Chairman of the Delegation.*

James F. Cooper, former Secretary of the Treasury.

Walter F. Walker, Consul General, New York.

LUXEMBOURG

Hugues Le Gallais, Minister to the United States; *Chairman of the Delegation.*

MEXICO

Eduardo Suárez, Minister of Finance; *Chairman of the Delegation.*

Antonio Espinosa de los Monteros, Executive President of Nacional Financiera; Director of Banco de México.

Rodrigo Gómez, Manager of Banco de México.

Daniel Cosío Villegas, Chief of the Department of Economic Studies, Banco de México.

NETHERLANDS

J. W. Beyen, Financial Adviser to the Netherlands Government; *Chairman of the Delegation.*

D. Crena de Iongh, President of the Board for the Netherlands Indies, Surinam, and Curaçao in the United States.

H. Riemens, Financial Attaché, Netherlands Embassy, Washington; Financial Member of the Netherlands Economic, Financial, and Shipping Mission in the United States.

A. H. Philipse, Member of the Netherlands Economic, Financial, and Shipping Mission in the United States.

NEW ZEALAND

Walter Nash, Minister of Finance; Minister to the United States; *Chairman of the Delegation.*

Bernard Carl Ashwin, Secretary to the Treasury.

Edward C. Fussell, Deputy Governor, Reserve Bank of New Zealand.

Alan G. B. Fisher, Counsellor, New Zealand Legation, Washington.

NICARAGUA

Guillermo Sevilla Sacasa, Ambassador to the United States; *Chairman of the Delegation.*

León DeBayle, former Ambassador to the United States.

J. Jesús Sánchez Roig, former Minister of Finance; Vice Chairman, Board of Directors, National Bank of Nicaragua.

NORWAY

Wilhelm Keilhau, Director, Bank of Norway, p.t., London; *Chairman of the Delegation.*

Ole Colbjørnsen, Financial Counsellor, Norwegian Embassy, Washington.

Arne Skaug, Commercial Counsellor, Norwegian Embassy, Washington.

PANAMA

Guillermo Arango, President, Investors Service Corporation of Panama; *Chairman of the Delegation.*

Narciso E. Garay, First Secretary, Panamanian Embassy, Washington.

PARAGUAY

Celso R. Velázquez, Ambassador to the United States; *Chairman of the Delegation.*

Néstor M. Campos Ros, First Secretary, Paraguayan Embassy, Washington.

PERU

Pedro Beltrán, Ambassador-designate to the United States; *Chairman of the Delegation.*

Manuel B. Llosa, Second Vice President of the Chamber of Deputies; Deputy from Cerro de Pasco.

Andrés F. Dasso, Senator from Lima.

Alberto Alvarez Calderón, Senator from Lima.

Juvenal Monge, Deputy from Cuzco.

Juan Chávez, Minister, Commercial Counsellor, Peruvian Embassy, Washington.

PHILIPPINE COMMONWEALTH

Colonel Andrés Soriano, Secretary of Finance of the Philippine Commonwealth; *Chairman of the Delegation.*

Jaime Hernandez, Auditor General of the Philippine Commonwealth.

Joseph H. Foley, Manager, Philippine National Bank, New York Agency, Philippine Commonwealth.

POLAND

Ludwik Grosfeld, Minister of Finance; *Chairman of the Delegation.*

Leon Baranski, Director General, Bank of Poland.

Zygmunt Karpinski, Director, Bank of Poland.

Stanislaw Kirkor, Director, Ministry of Finance.

Januzs Zóltowski, Financial Counsellor, Polish Embassy, Washington.

UNION OF SOUTH AFRICA

S. F. N. Gie, Minister to the United States; *Chairman of the Delegation.*

J. E. Holloway, Secretary for Finance; *Co-delegate.*

M. H. de Kock, Deputy Governor of South African Bank; *Co-delegate.*

UNION OF SOVIET SOCIALIST REPUBLICS

M. S. Stepanov, Deputy People's Commissar for Foreign Trade; *Chairman of the Delegation.*

P. A. Maletin, Deputy People's Commissar of Finance.

N. F. Chechulin, Assistant Chairman of the State Bank.

I. D. Zlobin, Chief, Monetary Division of the People's Commissariat of Finance.

A. A. Arutiunian, Professor; Doctor of Economics; Expert-Consultant of the People's Commissariat for Foreign Affairs.

A. P. Morozov, Member of the Collegium; Chief, Monetary Division of the People's Commissariat for Foreign Trade.

UNITED KINGDOM

Lord Keynes; *Chairman of the Delegation.*

Robert H. Brand, United Kingdom Treasury Representative in Washington.

Sir Wilfrid Eady, United Kingdom Treasury.

Nigel Bruce Ronald, Foreign Office.

Dennis H. Robertson, United Kingdom Treasury.

Lionel Robins, War Cabinet Offices.

Redvers Opie, Counsellor, British Embassy, Washington.

UNITED STATES OF AMERICA

Henry Morgenthau, Jr., Secretary of the Treasury; *Chairman of the Delegation.*

Fred M. Vinson, Director, Office of Economic Stabilization; *Vice-Chairman of the Delegation.*

Dean Acheson, Assistant Secretary of State.

Edward E. Brown, President, First National Bank of Chicago.

Leo T. Crowley, Administrator, Foreign Economic Administration.

Marriner S. Eccles, Chairman, Board of Governors of the Federal Reserve System.

Mabel Newcomer, Professor of Economics, Vassar College.

Brent Spence, House of Representatives; Chairman, Committee on Banking and Currency.

Charles W. Tobey, United States Senate; Member, Committee on Banking and Currency.

Robert F. Wagner, United States Senate; Chairman, Committee on Banking and Currency.

Harry D. White, Assistant to the Secretary of the Treasury.

Jesse P. Wolcott, House of Representatives; Member, Committee on Banking and Currency.

URUGUAY

Mario La Gamma Acevedo, Expert, Ministry of Finance; *Chairman of the Delegation.*

Hugo García, Financial Attaché, Uruguayan Embassy, Washington.

VENEZUELA

Rodolfo Rojas, Minister of the Treasury; *Chairman of the Delegation.*

Alfonso Espinosa, President, Permanent Committee of Finance, Chamber of Deputies.

Cristóbal L. Mendoza, former Minister of the Treasury; Legal Adviser to the Central Bank of Venezuela.

José Joaquín González Gorrondona, President, Office of Import Control; Director, Central Bank of Venezuela.

YUGOSLAVIA

Vladimir Rybár, Counsellor of the Yugoslav Embassy, Washington; *Chairman of the Delegation.*

Who met at Bretton Woods, New Hampshire, on July 1, 1944, under the temporary Presidency of The Honourable Henry Morgenthau, Jr., Chairman of the Delegation of the United States of America.

The Honourable Henrik de Kauffmann, Danish Minister at Washington, attended the Inaugural Plenary Session in response to an invitation of the Government of the United States to be present in a personal capacity. The Conference, on the proposal of its Committee on Credentials, extended a similar invitation for the remaining sessions of the Conference.

The Economic, Financial, and Transit Department of the League of Nations, the International Labour Office, the United Nations Interim Commission on Food and Agriculture, and the United Nations Relief and Rehabilitation Administration were each represented by one observer at the Inaugural Plenary Session. Their representation was in response to an invitation of the Government of the United States, and either the observers or their alternates attended the subsequent sessions in accordance with the resolution presented by the Committee on Credentials and adopted by the Conference. The observers and their alternates are listed below:

ECONOMIC, FINANCIAL, AND TRANSIT DEPARTMENT OF THE LEAGUE OF NATIONS

Alexander Loveday, Director.

Ragnar Nurkse; *Alternate*.

INTERNATIONAL LABOUR OFFICE

Edward J. Phelan, Acting Director.

C. Wilfred Jenks, Legal Adviser; *and*

E. J. Riches, Acting Chief, Economic and Statistical Section; *Alternates*.

UNITED NATIONS INTERIM COMMISSION OF FOOD AND AGRICULTURE

Edward Twentymen, Delegate from the United Kingdom.

UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION

A. H. Feller, General Counsel; *or*

Mieczyslaw Sokolowski, Financial Adviser.

Warren Kelchner, Chief of the Division of International Conferences, Department of State of the United States, was designated, with the approval of the President of the United States, as Secretary General of the Conference; Frank Coe, Assistant Administrator, Foreign Economic Administration of the United States, as Technical Secretary General; and Philip C. Jessup, Professor of International Law at Columbia University, New York, New York, as Assistant Secretary General.

The Honourable Henry Morgenthau, Jr., Chairman of the Delegation of the United States of America, was elected permanent President of the Conference at the Inaugural Plenary Session held on July 1, 1944.

M. S. Stepanov, the Chairman of the Delegation of the Union of Soviet Socialist Republics; Arthur de Souza Costa, the Chairman of the Delegation of Brazil; Camille Gutt, the Chairman of the Delegation of Belgium; and Leslie G. Melville, the Chairman of the Delegation of Australia, were elected Vice-Presidents of the Conference.

The Temporary President appointed the following members of the General Committees constituted by the Conference:

COMMITTEE ON CREDENTIALS

E. I. Montoulieu (Cuba), *Chairman*.
 J. W. Beyen (Netherlands).
 S. F. N. Gie (South Africa).
 William E. Dennis (Liberia).
 Wilhelm Keilhau (Norway).

COMMITTEE ON RULES AND REGULATIONS

Hsiang-Hsi K'ung (China), *Chairman*.
 Guillermo Sevilla Sacasa (Nicaragua).
 Ludwik Grosfeld (Poland).
 Leslie G. Melville (Australia).
 Ibrahim Kamal (Iraq).

COMMITTEE ON NOMINATIONS

Walter Nash (New Zealand), *Chairman*.
 Hugues Le Gallais (Luxembourg).
 Julián R. Cáceres (Honduras).
 Magnús Sigurdsson (Iceland).
 Pedro Beltrán (Peru).

In accordance with the regulations adopted at the Second Plenary Session, held on July 3, 1944, the Conference elected a Steering Committee which was composed of the following Chairmen of Delegations:

Henry Morgenthau, Jr. (U.S.A.), *Chairman*.
 Camille Gutt (Belgium).
 Arthur de Souza Costa (Brazil).
 J. L. Ilsley (Canada).
 Hsiang-Hsi K'ung (China).
 Carlos Lleras Restrepo (Colombia).
 Pierre Mendes-France (French Delegation).
 Abol Hassan Ebtehaj (Iran).
 Eduardo Suárez (Mexico).
 M. S. Stepanov (U.S.S.R.).
 Lord Keynes (U.K.).

On July 21, 1944, the Co-ordinating Committee was constituted with the following membership:

Fred M. Vinson (U.S.A.), *Chairman*.
 Arthur de Souza Costa (Brazil).
 Ping-Wen Kuo (China).
 Robert Mossé (French Delegation).
 Eduardo Suárez (Mexico).
 A. A. Arutiunian (U.S.S.R.).
 Lionel Robins (U.K.).

The Conference was divided into three Technical Commissions. The officers of these Commissions and of their respective Committees, as elected by the Conference, are listed below:

COMMISSION I

INTERNATIONAL MONETARY FUND

Chairman: Harry D. White (U.S.A.).
Vice Chairman: Rodolfo Rojas (Venezuela).
Reporting Delegate: L. Rasminsky (Canada).
Secretary: Leroy D. Stinebower.
Assistant Secretary: Eleanor Lansing Dulles.

Committee 1—Purposes, Policies, and Quotas of the Fund.

Chairman: Tingfu F. Tsiang (China).
Reporting Delegate: Kyriakos Varvaressos (Greece).
Secretary: William Adams Brown, Jr.

Committee 2—Operations of the Fund

Chairman: P. A. Maletin (U.S.S.R.).
Vice Chairman: W. A. Mackintosh (Canada).
Reporting Delegate: Robert Mossé (French Delegation).
Secretary: Karl Bopp.
Assistant Secretary: Alice Bourneuf.

Committee 3—Organization and Management

Chairman: Arthur de Souza Costa (Brazil).
Reporting Delegate: Ervin Hexner (Czechoslovakia).
Secretary: Malcolm Bryan.
Assistant Secretary: H. J. Bittermann.

Committee 4—Form and Status of the Fund

Chairman: Manuel B. Llosa (Peru).
Reporting Delegate: Wilhelm Keilhau (Norway).
Secretary: Colonel Charles H. Dyson.
Assistant Secretary: Lauren Casaday.

COMMISSION II

BANK FOR RECONSTRUCTION AND DEVELOPMENT

Chairman: Lord Keynes (U.K.).
Vice Chairman: Luis Alamos Barros (Chile).
Reporting Delegate: Georges Theunis (Belgium).
Secretary: Arthur Smithies.
Assistant Secretary: Ruth Russell.

Committee 1—Purposes, Policies, and Capital of the Bank

Chairman: J. W. Beyen (Netherlands).
Reporting Delegate: J. Rafael Oreamuno (Costa Rica).
Secretary: J. P. Young.
Assistant Secretary: Janet Sundelson.

Committee 2—Operations of the Bank

Chairman: E. I. Montoulieu (Cuba).
Reporting Delegate: James B. Brigden (Australia).
Secretary: H. J. Bittermann.
Assistant Secretary: Ruth Russell.

Committee 3—Organization and Management

Chairman: Miguel López Pumarejo (Colombia).*Reporting Delegate:* M. H. de Kock (South Africa).*Secretary:* Mordecai Ezekiel.*Assistant Secretary:* Captain William L. Ullmann.

Committee 4—Form and Status of the Bank

Chairman: Sir Chintaman D. Deshmukh (India).*Reporting Delegate:* Leon Baranski (Poland).*Secretary:* Henry Edmiston.*Assistant Secretary:* Colonel Charles H. Dyson.

COMMISSION III

OTHER MEANS OF INTERNATIONAL FINANCIAL CO-OPERATION

Chairman: Eduardo Suárez (Mexico).*Vice Chairman:* Mahmoud Saleh El Falaky (Egypt).*Reporting Delegate:* Alan G. B. Fisher (New Zealand).*Secretary:* Orvis Schmidt.

The Final Plenary Session was held on July 22, 1944. As a result of the deliberations, as recorded in the minutes and reports of the respective Commissions and their Committees and of the Plenary Sessions, the following instruments were drawn up:

INTERNATIONAL MONETARY FUND

Articles of Agreement of the International Monetary Fund, which are attached hereto as Annex A.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Articles of Agreement of the International Bank for Reconstruction and Development, which are attached hereto as Annex B.

Summary of the Agreements in Annex A and Annex B, which is attached hereto as Annex C.

The following resolutions, statement, and recommendations were adopted:

I

PREPARATION OF THE FINAL ACT

The United Nations Monetary and Financial Conference

RESOLVES:

That the Secretariat be authorized to prepare the Final Act in accordance with the suggestions proposed by the Secretary General in *Journal* No. 19, July 19, 1944;

That the Final Act contain the definitive texts of the conclusions approved by the Conference in plenary session, and that no changes be made therein at the Closing Plenary Session;

That the Co-ordinating Committee review the text and, if approved, submit it to the Final Plenary Session.

II

PUBLICATION OF DOCUMENTATION

The United Nations Monetary and Financial Conference

RESOLVES:

That the Government of the United States of America be authorized to publish the Final Act of this Conference; the Reports of the Commissions; the Minutes of the Public Plenary Sessions; and to make available for publication such additional documents in connection with the work of this Conference as in its judgment may be considered in the public interest.

III

NOTIFICATION OF SIGNATURES AND CUSTODY OF DEPOSITS

The United Nations Monetary and Financial Conference

RESOLVES:

To request the Government of the United States of America

(1) as depository of the Articles of Agreement of the International Monetary Fund, to inform the Governments of all countries whose names are set forth in Schedule A of the Articles of Agreement of the International Monetary Fund, and all Governments whose membership is approved in accordance with Article II, Section 2, of all signatures of the Articles of Agreement; and

(2) to receive and to hold in a special deposit account gold or United States dollars transmitted to it in accordance with Article XX, Section 2 (d), of the Articles of Agreement of the International Monetary Fund, and to transmit such funds to the Board of Governors of the Fund when the initial meeting has been called.

IV

STATEMENT REGARDING SILVER

The problems confronting some nations as a result of the wide fluctuation in the value of silver were the subject of serious discussion in Commission III. Due to the shortage of time, the magnitude of the other problems on the agenda, and other limiting considerations, it was impossible to give sufficient attention to this problem at this time in order to make definite recommendations. However, it was the sense of Commission III that the subject should merit further study by the interested nations.

V

LIQUIDATION OF THE BANK FOR INTERNATIONAL SETTLEMENTS

The United Nations Monetary and Financial Conference

RECOMMENDS:

The liquidation of the Bank for International Settlements at the earliest possible moment.

VI

ENEMY ASSETS AND LOOTED PROPERTY

Whereas, in anticipation of their impending defeat, enemy leaders, enemy nationals and their collaborators are transferring assets to and through neutral countries in order to conceal them and to perpetuate their influence, power, and ability to plan future aggrandizement and world domination, thus jeopardizing the efforts of the United Nations to establish and permanently maintain peaceful international relations;

Whereas, enemy countries and their nationals have taken the property of occupied countries and their nationals by open looting and plunder, by forcing transfers under duress as well as by subtle and complex devices, often operated through the agency of their puppet governments, to give the cloak of legality to their robbery and to secure ownership and control of enterprises in the post-war period;

Whereas, enemy countries and their nationals have also, through sales and other methods of transfer, run the chain of their ownership and control through occupied and neutral countries, thus making the problem of disclosure and disentanglement one of international character;

Whereas, the United Nations have declared their intention to do their utmost to defeat the methods of dispossession practised by the enemy, have reserved their right to declare invalid any transfers of property belonging to persons within occupied territory, and have taken measures to protect and safeguard property, within their respective jurisdictions, owned by occupied countries and their nationals, as well as to prevent the disposal of looted property in United Nations markets; therefore

The United Nations Monetary and Financial Conference

1. Takes note of and fully supports steps taken by the United Nations for the purpose of:

(a) uncovering, segregating, controlling, and making appropriate disposition of enemy assets;

(b) preventing the liquidation of property looted by the enemy, locating and tracing ownership and control of such looted property, and taking appropriate measures with a view to restoration to its lawful owners;

2. RECOMMENDS:

That all Governments of countries represented at this Conference take action consistent with their relations with the countries at war to call upon the Governments of neutral countries

(a) to take immediate measures to prevent any disposition or transfer within territories subject to their jurisdiction of any

(1) assets belonging to the Government or any individuals or institutions within those United Nations occupied by the enemy; and

(2) looted gold, currency, art objects, securities, other evidences of ownership in financial or business enterprises, and of other assets looted by the enemy; as well as to uncover, segregate and hold at the disposition of the post-liberation authorities in the appropriate country any such assets within territory subject to their jurisdiction;

(b) to take immediate measures to prevent the concealment by fraudulent means or otherwise within countries subject to their jurisdiction of any

(1) assets belonging to, or alleged to belong to, the Government of and individuals or institutions within enemy countries;

(2) assets belonging to, or alleged to belong to, enemy leaders, their associates and collaborators; and
to facilitate their ultimate delivery to the post-armistice authorities.

VII

INTERNATIONAL ECONOMIC PROBLEMS

Whereas, in Article I of the Articles of Agreement of the International Monetary Fund it is stated that one of the principal purposes of the Fund is to facilitate the expansion and balanced growth of international trade, and to contribute thereby to the promotion and maintenance of high levels of employment and real income and to the development of the productive resources of all members as primary objectives of economic policy;

Whereas, it is recognized that the complete attainment of this and other purposes and objectives stated in the Agreement cannot be achieved through the instrumentality of the Fund alone; therefore

The United Nations Monetary and Financial Conference

RECOMMENDS:

To the participating Governments that, in addition to implementing the specific monetary and financial measures which were the subject of this Conference, they seek, with a view to creating in the field of international economic relations conditions necessary for the attainment of the purposes of the Fund and of the broader primary objectives of economic policy, to reach agreement as soon as possible on ways and means whereby they may best:

(1) reduce obstacles to international trade and in other ways promote mutually advantageous international commercial relations;

(2) bring about the orderly marketing of staple commodities at prices fair to the producer and consumer alike;

(3) deal with the special problems of international concern which will arise from the cessation of production for war purposes; and

(4) facilitate by co-operative effort the harmonization of national policies of Member States designed to promote and maintain high levels of employment and progressively rising standards of living.

VIII

The United Nations Monetary and Financial Conference

RESOLVES:

1. To express its gratitude to the President of the United States, Franklin D. Roosevelt, for his initiative in convening the present Conference and for its preparation;

2. To express to its President, The Honourable Henry Morgenthau, Jr., its deep appreciation for the admirable manner in which he has guided the Conference;

3. To express to the Officers and Staff of the Secretariat its appreciation for their untiring services and diligent efforts in contributing to the attainment of the objectives of the Conference.

IN WITNESS WHEREOF, the following delegates sign the present Final Act.

DONE at Bretton Woods, New Hampshire, on the twenty-second day of July, nineteen hundred and forty-four, in the English language, the original to be deposited in the archives of the Department of State of the United States, and certified copies thereof to be furnished by the Government of the United States of America to each of the Governments and Authorities represented at the Conference.

ANNEX A

ARTICLES OF AGREEMENT OF THE INTERNATIONAL MONETARY FUND

The Governments on whose behalf the present Agreement is signed agree as follows:

INTRODUCTORY ARTICLE

The International Monetary Fund is established and shall operate in accordance with the following provisions:

ARTICLE I—PURPOSES

The purposes of the International Monetary Fund are:

(i) To promote international monetary co-operation through a permanent institution which provides the machinery for consultation and collaboration on international monetary problems.

(ii) To facilitate the expansion and balanced growth of international trade, and to contribute thereby to the promotion and maintenance of high levels of employment and real income and to the development of the productive resources of all members as primary objectives of economic policy.

(iii) To promote exchange stability, to maintain orderly exchange arrangements among members, and to avoid competitive exchange depreciation.

(iv) To assist in the establishment of a multilateral system of payments in respect of current transactions between members and in the elimination of foreign exchange restrictions which hamper the growth of world trade.

(v) To give confidence to members by making the Fund's resources available to them under adequate safeguards, thus providing them with opportunity to correct maladjustments in their balance of payments without resorting to measures destructive of national or international prosperity.

(iv) In accordance with the above, to shorten the duration and lessen the degree of disequilibrium in the international balances of payments of members.

The Fund shall be guided in all its decisions by the purposes set forth in this Article.

ARTICLE II—MEMBERSHIP

Sections 1. *Original members.*

The original members of the Fund shall be those of the countries represented at the United Nations Monetary and Financial Conference whose governments accept membership before the date specified in Article XX, Section 2 (e).

Section 2. *Other members.*

Membership shall be open to the governments of other countries at such times and in accordance with such terms as may be prescribed by the Fund.

ARTICLE III—QUOTAS AND SUBSCRIPTIONS

Section 1. *Quotas.*

Each member shall be assigned a quota. The quotas of the members represented at the United Nations Monetary and Financial Conference which accept membership before the date specified in Article XX, Section 2 (e), shall be those set forth in Schedule A. The quotas of other members shall be determined by the Fund.

Section 2. *Adjustment of quotas.*

The Fund shall at intervals of five years review, and if it deems it appropriate propose an adjustment of, the quotas of the members. It may also, if it thinks fit, consider at any other time the adjustment of any particular quota at the request of the member concerned. A four-fifths majority of the total voting power shall be required for any change in quotas and no quota shall be changed without the consent of the member concerned.

Section 3. *Subscriptions: time, place and form of payment.*

(a) The subscription of each member shall be equal to its quota and shall be paid in full to the Fund at the appropriate depository on or before the date when the member becomes eligible under Article XX, Section 4 (c) or (d), to buy currencies from the Fund.

(b) Each member shall pay in gold, as a minimum, the smaller of

(i) twenty-five per cent of its quota; or

(ii) ten per cent of its net official holdings of gold and United States dollars as at the date when the Fund notifies members under Article XX, Section 4 (a) that it will shortly be in a position to begin exchange transactions.

Each member shall furnish to the Fund the data necessary to determine its net official holdings of gold and United States dollars.

(c) Each member shall pay the balance of its quota in its own currency.

(d) If the net official holdings of gold and United States dollars of any member as at the date referred in (b) (ii) above are not ascertainable because its territories have been occupied by the enemy, the Fund shall fix an appropriate alternative date for determining such holdings. If such date is later than that on which the country becomes eligible under Article XX, Section 4 (c) or (d), to buy currencies from the Fund, the Fund and the member shall agree on a provisional gold payment to be made under (b) above, and the balance of the member's subscription shall be paid in the member's currency, subject to appropriate adjustment between the member and the Fund when the net official holdings have been ascertained.

Section 4. *Payments when quotas are changed.*

(a) Each member which consents to an increase in its quota shall, within thirty days after the date of its consent, pay to the Fund twenty-five per cent of the increase in gold and the balance in its own currency. If, however, on the date when the member consents to an increase, its monetary reserves are less than its new quota, the Fund may reduce the proportion of the increase to be paid in gold.

(b) If a member consents to a reduction in its quota, the Fund shall, within thirty days after the date of the consent, pay to the member an amount equal to the reduction. The payment shall be made in the member's currency and in such amount of gold as may be necessary to prevent reducing the Fund's holdings of the currency below seventy-five per cent of the new quota.

Section 5. *Substitution of securities for currency.*

The Fund shall accept from any member in place of any part of the member's currency which in the judgment if the Fund is not needed for its operations, notes or similar obligations issued by the member or the depository designated by the member under Article XIII, Section 2, which shall be non-negotiable, non-interest bearing and payable at their par value on demand by crediting the account of the Fund in the designated depository. This Section shall apply not only to currency subscribed by members but also to any currency otherwise due to, or acquired by, the Fund.

ARTICLE IV—PAR VALUES OF CURRENCIES

Section 1. *Expression of par values.*

(a) The par value of the currency of each member shall be expressed in terms of gold as a common denominator or in terms of the United States dollar of the weight and fineness in effect on July 1, 1944.

(b) All computations relating to currencies of members for the purpose of applying the provisions of this Agreement shall be on the basis of their par values.

Section 2. *Gold purchases based on par values.*

The Fund shall prescribe a margin above and below par value for transactions in gold by members, and no member shall buy gold at a price above par value plus the prescribed margin, or sell gold at a price below par value minus the prescribed margin.

Section 3. *Foreign exchange dealings based on parity.*

The maximum and the minimum rates for exchange transactions between the currencies of members taking place within their territories shall not differ from parity

(i) in the case of spot exchange transactions, by more than one per cent; and

(ii) in the case of other exchange transactions, by a margin which exceeds the margin for spot exchange transactions by more than the Fund considers reasonable.

Section 4. *Obligations regarding exchange stability.*

(a) Each member undertakes to collaborate with the Fund to promote exchange stability, to maintain orderly exchange arrangements with other members, and to avoid competitive exchange alterations.

(b) Each member undertakes, through appropriate measures consistent with this Agreement, to permit within its territories exchange transactions between its currency and the currencies of other members only within the limits prescribed under Section 3 of this Article. A member whose monetary authorities, for the settlement of international transactions, in fact freely buy and sell gold within the limits prescribed by the Fund under Section 2 of this Article shall be deemed to be fulfilling this undertaking.

Section 5. *Changes in par values*

(a) A member shall not propose a change in the par value of its currency except to correct a fundamental disequilibrium.

(b) A change in the par value of a member's currency may be made only on the proposal of the member and only after consultation with the Fund.

(c) When a change is proposed, the Fund shall first take into account the changes, if any, which have already taken place in the initial par value of the member's currency as determined under Article XX, Section 4. If the proposed change, together with all previous changes whether increases or decreases,

(i) does not exceed ten per cent of the initial par value, the Fund shall raise no objection.

(ii) does not exceed a further ten per cent of the initial par value, the Fund may either concur or object, but shall declare its attitude within seventy-two hours if the member so requests,

(iii) is not within (i) or (ii) above, the Fund may either concur or object, but shall be entitled to a longer period in which to declare its attitude.

(d) Uniform changes in par values made under Section 7 of this Article shall not be taken into account in determining whether a proposed change falls within (i), (ii), or (iii) of (c) above.

(e) A member may change the par value of its currency without the concurrence of the Fund if the change does not affect the international transactions of members of the Fund.

(f) The Fund shall concur in a proposed change which is within the terms of (c) (ii) or (c) (iii) above if it is satisfied that the change is necessary to correct a fundamental disequilibrium. In particular, provided it is so satisfied, it shall not object to a proposed change because of the domestic social or political policies of the member proposing the change.

Section 6. *Effect of unauthorized changes.*

If a member changes the par value of its currency despite the objection of the Fund, in cases where the Fund is entitled to object, the member shall be ineligible to use the resources of the Fund unless the Fund otherwise determines; and if, after the expiration of a reasonable period, the difference between the member and the Fund continues, the matter shall be subject to the provisions of Article XV, Section 2 (b).

Section 7. *Uniform changes in par values.*

Notwithstanding the provisions of Section 5 (b) of this Article, the Fund by a majority of the total voting power may make uniform proportionate changes in the par values of the currencies of all members, provided each such change is approved by every member which has 10 per cent or more of the total of the quota. The par value of a member's currency shall, however, not be changed under this provision if, within seventy-two hours of the Fund's action, the member informs the Fund that it does not wish the par value of its currency to be changed by such action.

Section 8. *Maintenance of gold value of the Fund's assets.*

(a) The gold value of the Fund's assets shall be maintained notwithstanding changes in the par or foreign exchange value of the currency of any member.

(b) Whenever (i) the par value of a member's currency is reduced, or (ii) the foreign exchange value of a member's currency has, in the opinion of the Fund, depreciated to a significant extent within that member's territories, the member shall pay to the Fund within a reasonable time an amount of its own currency equal to the reduction in the gold value of its currency held by the Fund.

(c) Whenever the par value of a member's currency is increased, the Fund shall return to such member within a reasonable time an amount in its currency equal to the increase in the gold value of its currency held by the Fund.

(d) The provisions of this Section shall apply to a uniform proportionate change in the par values of the currencies of all members, unless at the time when such a change is proposed the Fund decides otherwise.

Section 9. *Separate currencies within a member's territories.*

A member proposing a change in the par value of its currency shall be deemed, unless it declares otherwise, to be proposing a corresponding change in the par value of the separate currencies of all territories in respect of which

it has accepted this agreement under Article XX, Section 2 (g). It shall, however, be open to a member to declare that its proposal relates either to the metropolitan currency alone, or only to one or more specified separate currencies, or to the metropolitan currency and one or more specified separate currencies.

ARTICLE V—TRANSACTIONS WITH THE FUND

Section 1. *Agencies dealing with the Fund.*

Each member shall deal with the Fund only through its Treasury, central bank, stabilization fund or other similar fiscal agency and the Fund shall deal only with or through the same agencies.

Section 2. *Limitation on the Fund's operations.*

Except as otherwise provided in this Agreement, operations on the account of the Fund shall be limited to transactions for the purpose of supplying a member, on the initiative of such member, with the currency of another member in exchange for gold or for the currency of the member desiring to make the purchase.

Section 3. *Conditions governing use of the Fund's resources.*

(a) A member shall be entitled to buy the currency of another member from the Fund in exchange for its own currency subject to the following conditions:

(i) The member desiring to purchase the currency represents that it is presently needed for making in that currency payments which are consistent with the provisions of this Agreement;

(ii) The Fund has not given notice under Article VII, Section 3, that its holdings of the currency desired have become scarce;

(iii) The proposed purchase would not cause the Fund's holdings of the purchasing member's currency to increase by more than twenty-five per cent of its quota during the period of twelve months ending on the date of the purchase nor to exceed two hundred per cent of its quota, but the twenty-five per cent limitation shall apply only to the extent that the Fund's holdings of the member's currency have been brought above seventy-five per cent of its quota if they had been below that amount;

(iv) The Fund has not previously declared under Section 5 of this Article, Article IV, Section 6, Article VI, Section 1 or Article XV, Section 2 (a), that the member desiring to purchase is ineligible to use the resources of the Fund.

(b) A member shall not be entitled without the permission of the Fund to use the Fund's resources to acquire currency to hold against forward exchange transactions.

Section 4. *Waiver of conditions.*

The Fund may in its discretion, and on terms which safeguard its interests, waive any of the conditions prescribed in Section 3 (a) of this Article, especially in the case of members with a record of avoiding large or continuous use of the Fund's resources. In making a waiver it shall take into consideration periodic or exceptional requirements of the member requesting the waiver. The Fund shall also take into consideration a member's willingness to pledge as collateral security gold, silver, securities, or other acceptable assets having a value sufficient in the opinion of the Fund to protect its interests and may require as a condition of waiver the pledge of such collateral security.

Section 5. *Ineligibility to use the Fund's resources*

Whenever the Fund is of the opinion that any member is using the resources of the Fund in a manner contrary to the purposes of the Fund, it shall present

to the member a report setting forth the views of the Fund and prescribing a suitable time for reply. After presenting such a report to a member, the Fund may limit the use of its resources by the member. If no reply to the report is received from the member within the prescribed time, or if the reply received is unsatisfactory, the Fund may continue to limit the member's use of the Fund's resources or may, after giving reasonable notice to the member, declare it ineligible to use the resources of the Fund.

Section 6. *Purchases of currencies from the Fund for gold.*

(a) Any member desiring to obtain, directly or indirectly, the currency of another member for gold shall, provided that it can do so with equal advantage, acquire it by the sale of gold to the Fund.

(b) Nothing in this Section shall be deemed to preclude any member from selling in any market gold newly produced from mines located within its territories.

Section 7. *Repurchase by a member of its currency held by the Fund.*

(a) A member may repurchase from the Fund and the Fund shall sell for gold any part of the Fund's holdings of its currency in excess of its quota.

(b) At the end of each financial year of the Fund, a member shall repurchase from the Fund with gold or convertible currencies, as determined in accordance with Schedule B, part of the Fund's holdings of its currency under the following conditions:

(i) Each member shall use in repurchases of its own currency from the Fund an amount of its monetary reserves equal in value to one-half of any increase that has occurred during the year in the Fund's holdings of its currency plus one-half of any increase, or minus one-half of any decrease, that has occurred during the year in the member's monetary reserves. This rule shall not apply when a member's monetary reserves have decreased during the year by more than the Fund's holdings of its currency have increased.

(ii) If after the repurchase described in (i) above (if required) has been made, a member's holdings of another member's currency (or of gold acquired from that member) are found to have increased by reason of transactions in terms of that currency with other members or persons in their territories, the member whose holdings of such currency (or gold) have thus increased shall use the increase to repurchase its own currency from the Fund.

(c) None of the adjustments described in (b) above shall be carried to a point at which

(i) the member's monetary reserves are below its quota, or

(ii) the Fund's holdings of its currency are below seventy-five per cent of its quota, or

(iii) the Fund's holdings of any currency required to be used are above seventy-five per cent of the quota of the member concerned.

Section 8. *Charges.*

(a) Any member buying the currency of another member from the Fund in exchange for its own currency shall pay a service charge uniform for all members of three-fourths per cent in addition to the parity price. The Fund in its discretion may increase this service charge to not more than one per cent or reduce it to not less than one-half per cent.

(b) The Fund may levy a reasonable handling charge on any member buying gold from the Fund or selling gold to the Fund.

(c) The Fund shall levy charges uniform for all members which shall be payable by any member on the average daily balances of its currency held by the Fund in excess of its quota. These charges shall be at the following rates:

(i) *On amounts not more than twenty-five per cent in excess of the quota:* no charge for the first three months; one-half per cent per annum for the next nine months; and thereafter an increase in the charge of one-half per cent for each subsequent year.

(ii) *On amounts more than twenty-five per cent and not more than fifty per cent in excess of the quota:* an additional one-half per cent for the first year; and an additional one-half per cent for each subsequent year.

(iii) *On each additional bracket of twenty-five per cent in excess of the quota:* an additional one-half per cent for the first year; and an additional one-half per cent for each subsequent year.

(d) Whenever the Fund's holdings of a member's currency are such that the charge applicable to any bracket for any period has reached the rate of four per cent per annum, the Fund and the member shall consider means by which the Fund's holdings of the currency can be reduced. Thereafter, the charges shall rise in accordance with the provisions of (c) above until they reach five per cent and failing agreement, the Fund may then impose such charges as it deems appropriate.

(e) The rates referred to in (c) and (d) above may be changed by a three-fourths majority of the total voting power.

(f) All charges shall be paid in gold. If, however, the member's monetary reserves are less than one-half of its quota, it shall pay in gold only that proportion of the charges due which such reserves bear to one-half of its quota, and shall pay the balance in its own currency.

ARTICLE VI—CAPITAL TRANSFERS

Section 1. *Use of the Fund's resources for capital transfers.*

(a) A member may not make net use of the Fund's resources to meet a large or sustained outflow of capital, and the Fund may request a member to exercise controls to prevent such use of the resources of the Fund. If, after receiving such a request, a member fails to exercise appropriate controls, the Fund may declare the member ineligible to use the resources of the Fund.

(b) Nothing in this Section shall be deemed

(i) to prevent the use of the resources of the Fund for capital transactions of reasonable amount required for the expansion of exports or in the ordinary course of trade, banking or other business, or

(ii) to affect capital movements which are met out of a member's own resources of gold and foreign exchange, but members undertake that such capital movements will be in accordance with the purposes of the Fund.

Section 2. *Special provisions for capital transfers.*

If the Fund's holdings of the currency of a member have remained below seventy-five per cent of its quota for an immediately preceding period of not less than six months, such member, if it has not been declared ineligible to use the resources of the Fund under Section 1 of this Article, Article IV, Section 6, Article V, Section 5, or Article XV, Section 2 (a), shall be entitled, notwithstanding the provisions of Section 1 (a) of this Article, to buy the currency of another member from the Fund with its own currency for any purpose, including capital transfers. Purchases for capital transfers under this Section shall not, however, be permitted if they have the effect of raising the Fund's holdings of the currency of the member desiring to purchase above

seventy-five per cent of its quota, or of reducing the Fund's holdings of the currency desired below seventy-five per cent of the quota of the member whose currency is desired.

Section 3. *Controls of capital transfers.*

Members may exercise such controls as are necessary to regulate international capital movements, but no member may exercise these controls in a manner which will restrict payments for current transactions or which will unduly delay transfers of funds in settlement of commitments, except as provided in Article VII, Section 3 (b), and in Article XIV, Section 2.

ARTICLE VII—SCARCE CURRENCIES

Section 1. *General scarcity of currency.*

If the Fund finds that a general scarcity of a particular currency is developing, the Fund may so inform members and may issue a report setting forth the causes of the scarcity and containing recommendations designed to bring it to an end. A representative of the member whose currency is involved shall participate in the preparation of the report.

Section 2. *Measures to replenish the Fund's holdings of scarce currencies.*

The Fund may, if it deems such action appropriate to replenish its holdings of any member's currency, take either or both of the following steps:

(i) Propose to the member that, on terms and conditions agreed between the Fund and the member, the latter lend its currency to the Fund or that, with the approval of the member, the Fund borrow such currency from some other source either within or outside the territories of the member, but no member shall be under any obligation to make such loans to the Fund or to approve the borrowing of its currency by the Fund from any other source.

(ii) Require the member to sell its currency to the Fund for gold.

Section 3. *Scarcity of the Fund's holdings.*

(a) If it becomes evident to the Fund that the demand for a member's currency seriously threatens the Fund's ability to supply that currency, the Fund, whether or not it has issued a report under Section 1 of this Article, shall formally declare such currency scarce and shall thenceforth apportion its existing and accruing supply of the scarce currency with due regard to the relative needs of members, the general international economic situation and any other pertinent considerations. The Fund shall also issue a report concerning its action.

(b) A formal declaration under (a) above shall operate as an authorization to any member, after consultation with the Fund, temporarily to impose limitations on the freedom of exchange operations in the scarce currency. Subject to the provisions of Article IV, Sections 3 and 4, the member shall have complete jurisdiction in determining the nature of such limitations, but they shall be no more restrictive than is necessary to limit the demand for the scarce currency to the supply held by, or accruing to, the member in question; and they shall be relaxed and removed as rapidly as conditions permit.

(c) The authorization under (b) above shall expire whenever the Fund formally declares the currency in question to be no longer scarce.

Section 4. *Administration of restrictions.*

Any member imposing restrictions in respect of the currency of any other member pursuant to the provisions of Section 3 (b) of this Article shall give sympathetic consideration to any representations by the other member regarding the administration of such restrictions.

Section 5. *Effect of other international agreements on restrictions.*

Members agree not to invoke the obligations of any engagements entered into with other members prior to this Agreement in such a manner as will prevent the operation of the provisions of this Article.

ARTICLE VIII—GENERAL OBLIGATIONS OF MEMBERS

Section 1. *Introduction.*

In addition to the obligations assumed under other articles of this Agreement, each member undertakes the obligations set out in this Article.

Section 2. *Avoidance of restrictions on current payments.*

(a) Subject to the provisions of Article VII, Section 3 (b), and Article XIV, Section 2, no member shall, without the approval of the Fund, impose restrictions on the making of payments and transfers for current international transactions.

(b) Exchange contracts which involve the currency of any member and which are contrary to the exchange control regulations of that member maintained or imposed consistently with this Agreement shall be unenforceable in the territories of any member. In addition, members may, by mutual accord, co-operate in measures for the purpose of making the exchange control regulations of either member more effective, provided that such measures and regulations are consistent with this Agreement.

Section 3. *Avoidance of discriminatory currency practices.*

No member shall engage in, or permit any of its fiscal agencies referred to in Article V, Section 1, to engage in, any discriminatory currency arrangements or multiple currency practices except as authorized under this Agreement or approved by the Fund. If such arrangements and practices are engaged in at the date when this Agreement enters into force the member concerned shall consult with the Fund as to their progressive removal unless they are maintained or imposed under Article XIV, Section 2, in which case the provisions of Section 4 of that Article shall apply.

Section 4. *Convertibility of foreign-held balances.*

(a) Each member shall buy balances of its currency held by another member if the latter, in requesting the purchase, represents

(i) that the balances to be bought have been recently acquired as a result of current transactions; or

(ii) that their conversion is needed for making payments for current transactions.

The buying member shall have the option to pay either in the currency of the member making the request or in gold.

(b) The obligation in (a) above shall not apply

(i) when the convertibility of the balances has been restricted consistently with Section 2 of this Article, or Article VI, Section 3; or

(ii) when the balances have accumulated as a result of transactions effected before the removal by a member of restrictions maintained or imposed under Article XIV, Section 2.

(iii) When the balances have been acquired contrary to the exchange regulations of the member which is asked to buy them; or

(iv) When the currency of the member requesting the purchase has been declared scarce under Article VII, Section 3 (a); or

(v) When the member requested to make the purchase is for any reason not entitled to buy currencies of other members from the Fund for its own currency.

Section 5. *Furnishing of information.*

(a) The Fund may require members to furnish it with such information as it deems necessary for its operation, including, as the minimum necessary for the effective discharge of the Fund's duties, national data on the following matters:

(i) Official holdings at home and abroad, of (1) gold, (2) foreign exchange.

(ii) Holdings at home and abroad by banking and financial agencies, other than official agencies, of (1) gold, (2) foreign exchange.

(iii) Production of gold.

(iv) Gold exports and imports according to countries of destination and origin.

(v) Total exports and imports of merchandise, in terms of local currency values, according to countries of destination and origin.

(vi) International balance of payments, including (1) trade in goods and services, (2) gold transactions, (3) known capital transactions, and (4) other items.

(vii) International investment position, *i.e.*, investments within the territories of the member owned abroad and investments abroad owned by persons in its territories so far as it is possible to furnish this information.

(viii) National income.

(ix) Price indices, *i.e.* indices of commodity prices in wholesale and retail markets and of export and import prices.

(x) Buying and selling rates for foreign currencies.

(xi) Exchange controls, *i.e.*, a comprehensive statement of exchange controls in effect at the time of assuming membership in the Fund and details of subsequent changes as they occur.

(xii) Where official clearing arrangements exist, details of amounts awaiting clearance in respect of commercial and financial transactions, and of the length of time during which such arrears have been outstanding.

(b) In requesting information the Fund shall take into consideration the varying ability of members to furnish the data requested. Members shall be under no obligation to furnish information in such detail that the affairs of individuals or corporations are disclosed. Members undertake, however, to furnish the desired information in as detailed and accurate a manner as is practicable, and, so far as possible, to avoid mere estimates.

(c) The Fund may arrange to obtain further information by agreement with members. It shall act as a centre for the collection and exchange of information on monetary and financial problems, thus facilitating the preparation of studies designed to assist members in developing policies which further the purposes of the Fund.

Section 6. *Consultation between members regarding existing international agreement.*

Where under this Agreement a member is authorized in the special or temporary circumstances specified in the Agreement to maintain or establish restrictions on exchange transactions, and there are other engagements between members entered into prior to this Agreement which conflict with the application of such restrictions, the parties to such engagements will consult with one another with a view to making such mutually acceptable adjustments as may be necessary. The provisions of this Article shall be without prejudice to the operation of Article VII, Section 5.

ARTICLE IX—STATUS, IMMUNITIES AND PRIVILEGES

Section 1. *Purposes of Article.*

To enable the Fund to fulfil the functions with which it is entrusted, the status, immunities and privileges set forth in this Article shall be accorded to the Fund in the territories of each member.

Section 2. *Status of the Fund.*

The Fund shall possess full juridical personality, and, in particular, the capacity:

- (i) to contract;
- (ii) to acquire and dispose of immovable and movable property;
- (iii) to institute legal proceedings.

Section 3. *Immunity from judicial process.*

The Fund, its property and its assets, wherever located and by whomsoever held, shall enjoy immunity from every form of judicial process except to the extent that it expressly waives its immunity for the purpose of any proceedings or by the terms of any contract.

Section 4. *Immunity from other action.*

Property and assets of the Fund, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of seizure by executive or legislative action.

Section 5. *Immunity of archives.*

The archives of the Fund shall be inviolable.

Section 6. *Freedom of assets from restrictions.*

To the extent necessary to carry out the operations provided for in this Agreement, all property and assets of the Fund shall be free from restrictions, regulations, controls and moratoria of any nature.

Section 7. *Privilege for communications.*

The official communications of the Fund shall be accorded by members the same treatment as the official communications of other members.

Section 8. *Immunities and privileges of officers and employees.*

All governors, executive directors, alternates, officers and employees of the Fund.

(i) shall be immune from legal process with respect to acts performed by them in their official capacity except when the Fund waives this immunity.

(ii) not being local nationals, shall be granted the same immunities from immigration restrictions, alien registration requirements and national service obligations and the same facilities as regards exchange restrictions as are accorded by members to the representatives, officials, and employees of comparable rank of other members.

(iii) shall be granted the same treatment in respect of travelling facilities as is accorded by members to representatives, officials and employees of comparable rank of other members.

Section 9. *Immunities from taxation.*

(a) The Fund, its assets, property, income and its operations and transactions authorized by this Agreement, shall be immune from all taxation and from all customs duties. The Fund shall also be immune from liability for the collection or payment of any tax or duty.

(b) No tax shall be levied on or in respect of salaries and emoluments paid by the Fund to executive directors, alternates, officers or employees of the Fund who are not local citizens, local subjects, or other local nationals.

(c) No taxation of any kind shall be levied on any obligation or security issued by the Fund, including any dividend or interest thereon, by whomsoever held.

(i) which discriminates against such obligation or security solely because of its origin; or

(ii) if the sole jurisdictional basis for such taxation is the place or currency in which it is issued, made payable or paid, or the location of any office or place of business maintained by the Fund.

Section 10. *Application of Article.*

Each member shall take such action as is necessary in its own territories for the purpose of making effective in terms of its own law the principles set forth in this Article and shall inform the Fund of the detailed action which it has taken.

ARTICLE XI—RELATIONS WITH NON-MEMBER COUNTRIES

The Fund shall co-operate within the terms of this Agreement with any general international organization and with public international organizations having specialized responsibilities in related fields. Any arrangements for such co-operation which would involve a modification of any provision of this Agreement may be effected only after amendment to this Agreement under Article XVII.

ARTICLE XI—RELATIONS WITH NON-MEMBER COUNTRIES

Section 1. *Undertakings regarding relations with non-member countries.*

Each member undertakes:

(i) Not to engage in, nor to permit any of its fiscal agencies referred to in Article V, Section 1, to engage in any transactions with a non-member or with persons in a non-member's territories which would be contrary to the provisions of this Agreement or the purposes of the Fund;

(ii) Not to co-operate with a non-member or with persons in a non-member's territories in practices which would be contrary to the provisions of this Agreement or the purposes of the Fund; and

(iii) To co-operate with the Fund with a view to the application in its territories of appropriate measures to prevent transactions with non-members or with persons in their territories which would be contrary to the provisions of this Agreement or the purposes of the Fund.

Section 2. *Restriction on transactions with non-member countries.*

Nothing in this Agreement shall affect the right of any member to impose restrictions on exchange transactions with non-members or with persons in their territories unless the Fund finds such restrictions prejudice the interests of members and are contrary to the purposes of the Fund.

ARTICLE XII—ORGANIZATION AND MANAGEMENT

Section 1. *Structure of the Fund.*

The Fund shall have a Board of Governors, Executive Directors, a Managing Director and a staff.

Section 2. *Board of Governors.*

(a) All powers of the Fund shall be vested in the Board of Governors, consisting of one governor and one alternate appointed by each member in such manner as it may determine. Each governor and each alternate shall serve for five years, subject to the pleasure of the member appointing him, and may be reappointed. No alternate may vote except in the absence of his principal. The Board shall select one of the governors as chairman.

(b) The Board of Governors may delegate to the Executive Directors authority to exercise any powers of the Board, except the power to:

(i) Admit new members and determine the condition of their admission.

(ii) Approve a revision of quotas.

(iii) Approve a uniform change in the par value of the currencies of all members.

(iv) Make arrangements to co-operate with other international organizations (other than informal arrangements of a temporary or administrative character).

(v) Determine the distribution of the net income of the Fund.

(vi) Require a member to withdraw.

(vii) Decide to liquidate the Fund.

(viii) Decide appeals from interpretations of this Agreement given by the Executive Directors.

(c) The Board of Governors shall hold an annual meeting and such other meetings as may be provided for by the Board or called by the Executive Directors. Meetings of the Board shall be called by the Directors whenever requested by five members or by members having one-quarter of the total voting power.

(d) A quorum for any meeting of the Board of Governors shall be a majority of the governors exercising not less than two-thirds of the total voting power.

(e) Each governor shall be entitled to cast the number of votes allotted under Section 5 of this Article to the member appointing him.

(f) The Board of Governors may by regulation establish a procedure whereby the Executive Directors, when they deem such action to be in the best interests of the Fund, may obtain a vote of the governors on a specific question without calling a meeting of the Board.

(g) The Board of Governors, and the Executive Directors to the extent authorized, may adopt such rules and regulations as may be necessary or appropriate to conduct the business of the Fund.

(h) Governors and alternates shall serve as such without compensation from the Fund, but the Fund shall pay them reasonable expenses incurred in attending meetings.

(i) The Board of Governors shall determine the remuneration to be paid to the Executive Directors and the salary and terms of the contract of service of the Managing Director.

Section 3. *Executive Directors.*

(a) The Executive Directors shall be responsible for the conduct of the general operations of the Fund, and for this purpose shall exercise all the powers delegated to them by the Board of Governors.

(b) There shall be not less than twelve directors who need not be governors, and of whom

(i) Five shall be appointed by the five members having the largest quotas;

(ii) Not more than two shall be appointed when the provisions of (c) below apply;

(iii) Five shall be elected by the members not entitled to appoint directors, other than the American Republics; and

(iv) Two shall be elected by the American Republics not entitled to appoint directors.

For the purposes of this paragraph, members means governments of countries whose names are set forth in Schedule A, whether they become members in accordance with Article XX or in accordance with Article II, Section 2. When governments of other countries become members, the Board of Governors may, by a four-fifths majority of the total voting power, increase the number of directors to be elected.

(c) If, at the second regular election of directors and thereafter, the members entitled to appoint directors under (b) (i) above do not include the two members, the holdings of whose currencies by the Fund have been, on the average over the preceding two years, reduced below their quotas by the largest absolute amounts in terms of gold as a common denominator, either one or both of such members, as the case may be, shall be entitled to appoint a director.

(d) Subject to Article XX, Section (b), elections of elective directors shall be conducted at intervals of two years in accordance with the provisions of Schedule C, supplemented by such regulations as the Fund deems appropriate. Whenever the Board of Governors increases the number of directors to be elected under (b) above, it shall issue regulations making appropriate changes in the proportion of votes required to elect directors under the provisions of Schedule C.

(e) Each director shall appoint an alternate with full power to act for him when he is not present. When the directors appointing them are present, alternates may participate in meetings but may not vote.

(f) Directors shall continue in office until their successors are appointed or elected. If the office of an elected director becomes vacant more than ninety days before the end of his term, another director shall be elected for the remainder of the term by the members who elected the former director. A majority of the votes cast shall be required for election. While the office remains vacant, the alternate of the former director shall exercise his powers, except that of appointing an alternate.

(g) The Executive Directors shall function in continuous session at the principal office of the Fund and shall meet as often as the business of the Fund may require.

(h) A quorum for any meeting of the Executive Directors shall be a majority of the directors representing not less than one-half of the voting power.

(i) Each appointed director shall be entitled to cast the number of votes allotted under Section 5 of this Article to the member appointing him. Each elected director shall be entitled to cast the number of votes which counted towards his election. When the provisions of Section 5 (b) of this Article are applicable, the votes which a director would otherwise be entitled to cast shall be increased or decreased correspondingly. All the votes which a director is entitled to cast shall be cast as a unit.

(j) The Board of Governors shall adopt regulations under which a member not entitled to appoint a director under (b) above may send a representative to attend any meeting of the Executive Directors when a request made by, or a matter particularly affecting, that member is under consideration.

(k) The Executive Directors may appoint such committees as they deem advisable. Membership of committees need not be limited to governors or directors or their alternates.

Section 4. *Managing Director and staff.*

(a) The Executive Directors shall select a Managing Director who shall not be a governor or an Executive Director. The Managing Director shall be chairman of the Executive Directors, but shall have no vote except a deciding vote in case of an equal division. He may participate in meetings of the Board of Governors, but shall not vote at such meetings. The Managing Director shall cease to hold office when the Executive Directors so decide.

(b) The Managing Director shall be chief of the operating staff of the Fund and shall conduct, under the direction of the Executive Directors, the ordinary business of the Fund. Subject to the general control of the Executive Directors, he shall be responsible for the organization, appointment and dismissal of the staff of the Fund.

(c) The Managing Director and the staff of the Fund, in the discharge of their functions, shall owe their duty entirely to the Fund and to no other authority. Each member of the Fund shall respect the international character of this duty and shall refrain from all attempts to influence any of the staff in the discharge of his functions.

(d) In appointing the staff the Managing Director shall, subject to the paramount importance of securing the highest standards of efficiency and of technical competence, pay due regard to the importance of recruiting personnel on as wide a geographical basis as possible.

Section 5. *Voting.*

(a) Each member shall have two hundred and fifty votes plus one additional vote for each part of its quota equivalent to one hundred thousand United States dollars.

(b) Whenever voting is required under Article V, Section 4 or 5, each member shall have the number of votes to which it is entitled under (a) above, adjusted:

(i) by the addition of one vote for the equivalent of each 400,000 United States dollars of net sales of its currency up to the date when the vote is taken, or

(ii) by the subtraction of one vote for the equivalent of each 400,000 United States dollars of its net purchases of the currencies of other members up to date when the vote is taken

provided, that neither net purchases nor net sales shall be deemed at any time to exceed an amount equal to the quota of the member involved.

(c) For the purpose of all computations under the Section, United States dollars shall be deemed to be of the weight and fineness in effect on July 1, 1944, adjusted for any uniform change under Article IV, Section 7, if a waiver is made under Section 8 (d) of that Article.

(d) Except as otherwise specifically provided, all decisions of the Fund shall be made by a majority of the votes cast.

Section 6. *Distribution of net income.*

(a) The Board of Governors shall determine annually what part of the Fund's net income shall be placed to reserve and what part, if any, shall be distributed.

(b) If any distribution is made, there shall first be distributed a two per cent, non-cumulative payment to each member on the amount by which seventy-five per cent of its quota exceeded the Fund's average holdings of its currency during that year. The balance shall be paid to all members in proportion to their quotas. Payments to each member shall be made in its own currency.

Section 7. *Publication of reports.*

(a) The Fund shall publish an annual report containing an audited statement of its accounts, and shall issue, at intervals of three months or less, a summary statement of its transactions and its holdings of gold and currencies of members.

(b) The Fund may publish such other reports as it deems desirable for carrying out its purposes.

Section 8. *Communications of views to members.*

The Fund shall at all times have the right to communicate its views informally to any member on any matter arising under this Agreement. The Fund may, by a two-thirds majority of the total voting power, decide to publish a report made to a member regarding its monetary or economic conditions and developments which directly tend to produce a serious disequilibrium in the international balance of payments of members. If the member is not entitled to appoint an executive director, it shall be entitled to representation in accordance with Section 3 (j) of this Article. The Fund shall not publish a report involving changes in the fundamental structure of the economic organization of members.

ARTICLE XIII—OFFICES AND DEPOSITORIES

Section 1. *Location of offices.*

The principal office of the Fund shall be located in the territory of the member having the largest quota, and agencies or branch offices may be established in the territories of other members.

Section 2. *Depositories.*

(a) Each member country shall designate its central bank as a depository for all the Fund's holdings of its currency, or if it has no central bank it shall designate such other institution as may be acceptable to the Fund.

(b) The Fund may hold other assets, including gold, in the depositories designated by the five members having the largest quotas and in such other designated depositories as the Fund may select. Initially, at least one-half of the holdings of the Fund shall be held in the depository designated by the member in whose territories the Fund has its principal office and at least forty per cent shall be held in the depositories designated by the remaining four members referred to above. However, all transfers of gold by the Fund shall be made with due regard to the costs of transport and anticipated requirements of the Fund. In an emergency the Executive Directors may transfer all or any part of the Fund's gold holdings to any place where they can be adequately protected.

Section 3. *Guarantee of the Fund's assets.*

Each member guarantees all assets of the Fund against loss resulting from failure or default on the part of the depository designated by it.

ARTICLE XIV—TRANSITIONAL PERIOD

Section 1. *Introduction.*

The Fund is not intended to provide facilities for relief or reconstruction or to deal with international indebtedness arising out of the war.

Section 2. *Exchange restrictions.*

In the post-war transitional period members may, notwithstanding the provisions of any other articles of this Agreement, maintain and adapt to changing circumstances (and, in the case of members whose territories have

been occupied by the enemy, introduce where necessary) restrictions on payments and transfers for current international transactions. Members shall, however, have continuous regard in their foreign exchange policies to the purposes of the Fund; and, as soon as conditions permit, they shall take all possible measures to develop such commercial and financial arrangements with other members as will facilitate international payments and the maintenance of exchange stability. In particular, members shall withdraw restrictions maintained or imposed under this Section as soon as they are satisfied that they will be able, in the absence of such restrictions, to settle their balance of payments in a manner which will not unduly encumber their access to the resources of the Fund.

Section 3. *Notification to the Fund.*

Each member shall notify the Fund before it becomes eligible under Article XX, Section 4 (c) or (d), to buy currency from the Fund, whether it intends to avail itself of the transitional arrangements in Section 2 of this Article, or whether it is prepared to accept the obligations of Article VIII, Sections 2, 3 and 4. A member availing itself of the transitional arrangements shall notify the Fund as soon thereafter as it is prepared to accept the above-mentioned obligations.

Section 4. *Action of the Fund relating to restrictions.*

Not later than three years after the date on which the Fund begins operations and in each year thereafter, the Fund shall report on the restrictions still in force under Section 2 of this Article. Five years after the date on which the Fund begins operations, and in each year thereafter, any member still retaining any restrictions inconsistent with Article VIII, Sections 2, 3, or 4, shall consult the Fund as to their further retention. The Fund may, if it deems such action necessary in exceptional circumstances, make representations to any member that conditions are favourable for the withdrawal of any particular restriction, or for the general abandonment of restrictions, inconsistent with the provisions of any other articles of this Agreement. The member shall be given a suitable time to reply to such representations. If the Fund finds that the member persists in maintaining restrictions which are inconsistent with the purposes of the Fund, the member shall be subject to Article XV, Section (a).

Section 5. *Nature of transitional period.*

In its relations with members, the Fund shall recognize that the post-war transitional period will be one of change and adjustment and in making decisions on requests occasioned thereby which are presented by any member it shall give the member the benefit of any reasonable doubt.

ARTICLE XV—WITHDRAWAL FROM MEMBERSHIP

Section 1. *Right of members to withdraw.*

Any member may withdraw from the Fund at any time by transmitting a notice in writing to the Fund at its principal office. Withdrawal shall become effective on the date such notice is received.

Section 2. *Compulsory withdrawal.*

(a) If a member fails to fulfill any of its obligations under this Agreement, the Fund may declare the member ineligible to use the resources of the Fund. Nothing in this Section shall be deemed to limit the provisions of Article IV, Section 6, Article V, Section 5, or Article VI, Section 1.

(b) If, after the expiration of a reasonable period the member persists in its failure to fulfill any of its obligations under this Agreement, or a difference between a member and the Fund under Article IV, Section 6, continues, that

member may be required to withdraw from membership in the Fund by a decision of the Board of Governors carried by a majority of the governors representing a majority of the total voting power.

(c) Regulations shall be adopted to ensure that before action is taken against any member under (a) or (b) above, the member shall be informed in reasonable time of the complaint against it and given an adequate opportunity for stating its case, both orally and in writing.

Section 3. *Settlement of accounts with members withdrawing.*

When a member withdraws from the Fund, normal transactions of the Fund in its currency shall cease and settlement of all accounts between it and the Fund shall be made with reasonable despatch by agreement between it and the Fund. If agreement is not reached promptly, the provisions of Schedule D shall apply to the settlement of accounts.

ARTICLE XVI—EMERGENCY PROVISIONS

Section 1. *Temporary Suspension.*

(a) In the event of an emergency or the development of unforeseen circumstances threatening the operations of the Fund, the Executive Directors by unanimous vote may suspend for a period of not more than one hundred and twenty days the operation of any of the following provisions:

- (i) Article IV, Section 3 and 4 (b).
- (ii) Article V, Sections 2, 3, 7, 8 (a) and (e).
- (iii) Article VI, Section 2.
- (iv) Article XI, Section 1.

(b) Simultaneously with any decision to suspend the operation of any of the foregoing provisions, the Executive Directors shall call a meeting of the Board of Governors for the earliest practicable date.

(c) The Executive Directors may not extend any suspension beyond one hundred and twenty days. Such suspension may be extended, however, for an additional period of not more than two hundred and forty days, if the Board of Governors by a four-fifths majority of the total voting power so decides, but it may not be further extended except by amendment of this Agreement pursuant to Article XVII.

(d) The Executive Directors may, by a majority of the total voting power, terminate such suspension at any time.

Section 2. *Liquidation of the Fund.*

(a) The Fund may not be liquidated except by decision of the Board of Governors. In an emergency, if the Executive Directors decide that liquidation of the Fund may be necessary, they may temporarily suspend all transactions, pending decision by the Board.

(b) If the Board of Governors decides to liquidate the Fund, the Fund shall forthwith cease to engage in any activities except those incidental to the orderly collection and liquidation of its assets and the settlement of its liabilities, and all obligations of members under this Agreement shall cease except those set out in this Article, in Article XVIII, paragraph (c), in Schedule D, paragraph 7, and in Schedule E.

(c) Liquidation shall be administered in accordance with the provisions of Schedule E.

ARTICLE XVII—AMENDMENTS

(a) Any proposal to introduce modifications in this Agreement, whether emanating from a member, a governor or the Executive Directors, shall be communicated to the chairman of the Board of Governors who shall bring the

proposal before the Board. If the proposed amendment is approved by the Board the Fund shall, by circular letter or telegram, ask all members whether they accept the proposed amendment. When three-fifths of the members, having four-fifths of the total voting power, have accepted the proposed amendment, the Fund shall certify the fact by a formal communication addressed to all members.

(b) Notwithstanding (a) above, acceptance by all members is required in the case of any amendment modifying.

(i) the right to withdraw from the Fund (Article XV, Section 1);

(ii) the provision that no change in a member's quota shall be made without its consent (Article III, Section 2);

(iii) the provision that no change may be made in the par value of a member's currency except on the proposal of that member (Article IV, Section 5 (b)).

(c) Amendments shall enter into force for all members three months after the date of the formal communication unless a shorter period is specified in the circular letter or telegram.

ARTICLE XVIII—INTERPRETATION

(a) Any question of interpretation of the provisions of this Agreement arising between any member and the Fund or between any members of the Fund shall be submitted to the Executive Directors for their decision. If the question particularly affects any member not entitled to appoint an executive director it shall be entitled to representation in accordance with Article XII, Section 3 (j).

(b) In any case where the Executive Directors have given a decision under (a) above, any member may require that the question be referred to the Board of Governors, whose decision shall be final. Pending the result of the reference to the Board the Fund may, so far as it deems necessary, act on the basis of the decision of the Executive Directors.

(c) Whenever a disagreement arises between the Fund and a member which has withdrawn, or between the Fund and any member during the liquidation of the Fund, such disagreement shall be submitted to arbitration by a tribunal of three arbitrators, one appointed by the Fund, another by the member or withdrawing member and an umpire who, unless the parties otherwise agree, shall be appointed by the President of the Permanent Court of International Justice or such other authority as may have been prescribed by regulation adopted by the Fund. The umpire shall have full power to settle all questions of procedure in any case where the parties are in disagreement with respect thereto.

ARTICLE XIX—EXPLANATION OF TERMS

In interpreting the provisions of this Agreement the Fund and its members shall be guided by the following:

(a) A member's monetary reserves means its net official holdings of gold, of convertible currencies of other members, and of the currencies of such non-members as the Fund may specify.

(b) The official holdings of a member means central holdings (that is, the holdings of its Treasury, central bank, stabilization fund, or similar fiscal agency).

(c) The holdings of other official institutions or other banks within its territories may, in any particular case, be deemed by the Fund, after consultation with the member, to be official holdings to the extent that they are substantially in excess of working balances; provided that for the purpose of determining whether, in a particular case, holdings are in excess of working

balances, there shall be deducted from such holdings amounts of currency due to official institutions and banks in the territories of members or non-members specified under (d) below.

(d) A member's holdings of convertible currencies means its holdings of the currencies of other members which are not availing themselves of the transitional arrangements under Article XIV, Section 2, together with its holdings of the currencies of such non-members as the Fund may from time to time specify. The term currency for this purpose includes without limitation coins, paper money, bank balances, bank acceptances, and government obligations issued with a maturity not exceeding twelve months.

(e) A member's monetary reserves shall be calculated by deducting from its central holdings the currency liabilities to the Treasuries, central banks, stabilization funds, or similar fiscal agencies of other members or non-members specified under (d) above, together with similar liabilities to other official institutions and other banks in the territories of members, or non-members specified under (d) above. To these net holdings shall be added the sums deemed to be official holdings of other official institutions and other banks under (c) above.

(f) The Fund's holdings of the currency of a member shall include any securities accepted by the Fund under Article III, Section 5.

(g) The Fund, after consultation with a member which is availing itself of the transitional arrangements under Article XIV, Section 2, may deem holdings of the currency of that member which carry specified rights of conversion into another currency or into gold to be holdings of convertible currency for the purpose of the calculation of monetary reserves.

(h) For the purpose of calculating gold subscriptions under Article III, Section 3, a member's net official holdings of gold and United States dollars shall consist of its official holdings of gold and United States currency after deducting central holdings of its currency by other countries and holdings of its currency by other official institutions and other banks if these holdings carry specified rights of conversion into gold or United States currency.

(i) Payments for current transactions means payments which are not for the purpose of transferring capital, and includes, without limitation:

(1) All payments due in connection with foreign trade, other current business, including services, and normal short-term banking and credit facilities;

(2) Payments due as interest on loans and as net income from other investments;

(3) Payments of moderate amount for amortization of loans or for depreciation of direct investments;

(4) Moderate remittances for family living expenses.

The Fund may, after consultation with the members concerned, determine whether certain specific transactions are to be considered current transactions or capital transactions.

ARTICLE XX—FINAL PROVISIONS

Section 1. *Entry into force.*

This Agreement shall enter into force when it has been signed on behalf of governments having sixty-five per cent of the total of the quotas set forth in Schedule A and when the instruments referred to in Section 2 (a) of this Article have been deposited on their behalf, but in no event shall this Agreement enter into force before May 1, 1945.

Section 2. *Signature.*

(a) Each government on whose behalf this Agreement is signed shall deposit with the Government of the United States of America an instrument setting

forth that it has accepted this Agreement in accordance with its law and has taken all steps necessary to enable it to carry out all of its obligations under this Agreement.

(b) Each government shall become a member of the Fund as from the date of the deposit on its behalf of the instrument referred to in (a) above, except that no government shall become a member before this Agreement enters into force under Section 1 of this Article.

(c) The Government of the United States of America shall inform the governments of all countries whose names are set forth in Schedule A, and all governments whose membership is approved in accordance with Article II, Section 2, of all signatures of this Agreement and of the deposit of all instruments referred to in (a) above.

(d) At the time this Agreement is signed on its behalf, each government shall transmit to the Government of the United States of America one one-hundredth of one per cent of its total subscription in gold or United States dollars for the purpose of meeting administrative expenses of the Fund. The Government of the United States of America shall hold such funds in a special deposit account and shall transmit them to the Board of Governors of the Fund when the initial meeting has been called under Section 3 of this Article. If this Agreement has not come into force by December 31, 1945, the Government of the United States of America shall return such funds to the governments that transmitted them.

(e) This Agreement shall remain open for signature at Washington on behalf of the governments of the countries whose names are set forth in Schedule A until December 31, 1945.

(f) After December 31, 1945, this Agreement shall be open for signature on behalf of the government of any country whose membership has been approved in accordance with Article II, Section 2.

(g) By their signature of this Agreement, all governments accept it both on their own behalf and in respect of all their colonies, overseas territories, all territories under their protection, suzerainty, or authority and all territories in respect of which they exercise a mandate.

(h) In the case of governments whose metropolitan territories have been under enemy occupation, the deposit of the instrument referred to in (a) above may be delayed until one hundred and eighty days after the date on which these territories have been liberated. If, however, it is not deposited by any such government before the expiration of this period the signature affixed on behalf of that government shall become void and the portion of its subscription paid under (d) above shall be returned to it.

(i) Paragraphs (d) and (h) shall come into force with regard to each signatory government as from the date of its signature.

Section 3. *Inauguration of the Fund.*

(a) As soon as this Agreement enters into force under Section 1 of this Article, each member shall appoint a governor and the member having the largest quota shall call the first meeting of the Board of Governors.

(b) At the first meeting of the Board of Governors, arrangements shall be made for the selection of provisional executive directors. The governments of the five countries for which the largest quotas are set forth in Schedule A shall appoint provisional executive directors. If one or more of such governments have not become members, the executive directorships they would be entitled to fill shall remain vacant until they become members, or until January 1, 1946, whichever is the earlier. Seven provisional executive directors shall be elected in accordance with the provisions of Schedule B and shall remain in office until the date of the first regular election of executive directors which shall be held as soon as practicable after January 1, 1946.

(c) The Board of Governors may delegate to the provisional executive directors any powers except those which may not be delegated to the Executive Directors.

Section 4. *Initial determination of par values.*

(a) When the Fund is of the opinion that it will shortly be in a position to begin exchange transactions, it shall so notify the members and shall request each member to communicate within thirty days the par value of its currency based on the rates of exchange prevailing on the sixtieth day before the entry into force of this Agreement. No member whose metropolitan territory has been occupied by the enemy shall be required to make such a communication while that territory is a theatre of major hostilities or for such period thereafter as the Fund may determine. When such a member communicates the par value of its currency the provisions of (d) below shall apply.

(b) The par value communicated by a member whose metropolitan territory has not been occupied by the enemy shall be the par value of that member's currency for the purposes of this Agreement unless, within ninety days after the request referred to in (a) above has been received, (i) the member notifies the Fund that it regards the par value as unsatisfactory, or (ii) the Fund notifies the member that in its opinion the par value cannot be maintained without causing recourse to the Fund on the part of that member or others on a scale prejudicial to the Fund and to members. When notification is given under (i) or (ii) above, the Fund and the member shall, within a period determined by the Fund in the light of all relevant circumstances, agree upon a suitable par value for that currency. If the Fund and the member do not agree within the period so determined, the member shall be deemed to have withdrawn from the Fund on the date when the period expires.

(c) When the par value of a member's currency has been established under (b) above, either by the expiration of ninety days without notification, or by agreement after notification, the member shall be eligible to buy from the Fund the currencies of other members to the full extent permitted in this Agreement, provided that the Fund has begun exchange transactions.

(d) In the case of a member whose metropolitan territory has been occupied by the enemy, the provisions of (b) above shall apply, subject to the following modifications:

(i) The period of ninety days shall be extended so as to end on a date to be fixed by agreement between the Fund and the member.

(ii) Within the extended period the member may, if the Fund has begun exchange transactions, buy from the Fund with its currency the currencies of other members, but only under such conditions and in such amounts as may be prescribed by the Fund.

(iii) At any time before the date fixed under (i) above, changes may be made by agreement with the Fund in the par value communicated under (a) above.

(e) If a member whose metropolitan territory has been occupied by the enemy adopts a new monetary unit before the date to be fixed under (d) (i) above, the par value fixed by that member for the new unit shall be communicated to the Fund and the provisions of (d) above shall apply.

(f) Changes in par values agreed with the Fund under this Section shall not be taken into account in determining whether a proposed change falls within (i) (ii) or (iii) of Article IV, Section 5 (c).

(g) A member communicating to the Fund a par value for the currency of its metropolitan territory shall simultaneously communicate a value, in terms of that currency, for each separate currency, where such exists, in the territories in respect of which it has accepted this Agreement under Section 2 (g) of this Article, but no member shall be required to make a communication for the

separate currency of a territory which has been occupied by the enemy while that territory is a theatre of major hostilities or for such period thereafter as the Fund may determine. On the basis of the par value so communicated, the Fund shall compute the par value of each separate currency. A communication or notification to the Fund under (a) (b) or (d) above regarding the par value of a currency, shall also be deemed, unless the contrary is stated, to be a communication or notification regarding the par value of all the separate currencies referred to above. Any member may, however, make a communication or notification relating to the metropolitan or any of the separate currencies alone. If the member does so, the provisions of the preceding paragraphs (including (d) above, if a territory where a separate currency exists has been occupied by the enemy) shall apply to each of these currencies separately.

(h) The Fund shall begin exchange transactions at such date as it may determine after members having sixty-five per cent of the total of the quotas set forth in Schedule A have become eligible, in accordance with the preceding paragraphs of this Section, to purchase the currencies of other members, but in no event until after major hostilities in Europe have ceased.

(i) The Fund may postpone exchange transactions with any member if its circumstances are such that, in the opinion of the Fund, they would lead to use of the resources of the Fund in a manner contrary to the purposes of this Agreement or prejudicial to the Fund or the members.

(j) The par values of the currencies of governments which indicate their desire to become members after December 31, 1945, shall be determined in accordance with the provisions of Article II, Section 2.

DONE at Washington, in a single copy which shall remain deposited in the archives of the Government of the United States of America which shall transmit certified copies to all governments whose names are set forth in Schedule A and to all governments whose membership is approved in accordance with Article II, Section 2.

(Here follow the signatures of the plenipotentiaries of the countries represented at the Conference, with the exception of that of Australia, Colombia, El Salvador, Haiti, Liberia, New Zealand, Nicaragua, Panama, the Union of Soviet Socialist Republics and Venezuela.)

SCHEDULE A

QUOTAS

(In millions of
United States Dollars)

Australia	200
Belgium	225
Bolivia	10
Brazil	150
Canada	300
Chile	50
China	550
Colombia	50
Costa Rica	5
Cuba	50
Czechoslovakia	125
Denmark*	*
Dominican Republic	5
Ecuador	5
Egypt	45
El Salvador	2.5
Ethiopia	6
France	450
Greece	40
Guatemala	5
Haiti	5
Honduras	2.5
Iceland	1
India	400
Iran	25
Iraq	8
Liberia .....	.5
Luxembourg	10
Mexico	10
Netherlands	275
New Zealand	50
Nicaragua	2
Panama .....	.5
Paraguay	2
Peru	25
Phillipine Commonwealth	15
Poland	125
Union of South Africa	100
Union of Soviet Socialist Republics	1200
United Kingdom	1300
United States	2750
Uruguay	15
Venezuela	15
Yugoslavia	60

*The quota of Denmark shall be determined by the Fund after the Danish Government has declared its readiness to sign this Agreement but before signature takes place.

SCHEDULE B

PROVISIONS WITH RESPECT TO REPURCHASE BY A MEMBER OF ITS CURRENCY
HELD BY THE FUND

1. In determining the extent to which repurchase of a member's currency from the Fund under Article V, section 7 (b) shall be made with each type of monetary reserve, that is, with gold and with each convertible currency, the following rule, subject to 2 below, shall apply:

(a) If the member's monetary reserves have not increased during the year, the amount payable to the Fund shall be distributed among all types of reserves in proportion to the member's holdings thereof at the end of the year.

(b) If the member's monetary reserves have increased during the year, a part of the amount payable to the Fund equal to one-half of the increase shall be distributed among those types of reserves which have increased in proportion to the amount by which each of them has increased. The remainder of the sum payable to the Fund shall be distributed among all types of reserves in proportion to the member's remaining holdings thereof.

(c) If after all the repurchases required under Article V, Section 7 (b), had been made, the result would exceed any of the limits specified in Article V, Section 7 (c), the Fund shall require such repurchases to be made by the members proportionately in such manner that the limits will not be exceeded.

2. The Fund shall not acquire the currency of any non-member under Article V, Section 7 (b) and (c).

3. In calculating monetary reserves and the increase in monetary reserves during any year for the purpose of Article V, Section 7 (b) and (c), no account shall be taken, unless deductions have otherwise been made by the member for such holdings, of any increase in those monetary reserves which is due to currency previously inconvertible having become convertible during the year; or to holdings which are the proceeds of a long-term or medium-term loan contracted during the year; or to holdings which have been transferred or set aside for repayment of a loan during the subsequent year.

4. In the case of members whose metropolitan territories have been occupied by the enemy, gold newly produced during the five years after the entry into force of this Agreement from mines located within their metropolitan territories shall not be included in computations of their monetary reserves or of increases in their monetary reserves.

SCHEDULE C

ELECTION OF EXECUTIVE DIRECTORS

1. The election of the elective executive directors shall be by ballot of the governors eligible to vote under Article XII, Section 3 (b) (iii) and (iv).

2. In balloting for the five directors to be elected under Article XII, Section 3 (b) (iii), each of the governors eligible to vote shall cast for one person all of the votes to which he is entitled under Article XII, Section 5 (a). The five persons receiving the greatest number of votes shall be directors, provided that no person who received less than nineteen per cent of the total number of votes that can be cast (eligible votes) shall be considered elected.

3. When five persons are not elected in the first ballot, a second ballot shall be held in which the person who received the lowest number of votes shall be ineligible for election and in which there shall vote only (a) those governors who voted in the first ballot for a person not elected, and (b) those governors whose votes for a person elected are deemed under 4 below to have raised the votes cast for that person above twenty per cent of the eligible votes.

4. In determining whether the votes cast by a governor are to be deemed to have raised the total of any person above twenty per cent of the eligible votes the twenty per cent shall be deemed to include, first, the votes of the governor casting the largest number of votes for such person, then the votes of the governor casting the next largest number, and so on until twenty per cent is reached.

5. Any governor part of whose votes must be counted in order to raise the total of any person above nineteen per cent shall be considered as casting all of his votes for such person even if the total votes for such person thereby exceed twenty per cent.

6. If, after the second ballot, five persons have not been elected, further ballots shall be held on the same principles until five persons have been elected, provided that after four persons are elected, the fifth may be elected by a simple majority of the remaining votes and shall be deemed to have been elected by all such votes.

7. The directors to be elected by the American Republics under Article XII, Section 3 (b) (iv) shall be elected as follows:

(a) Each of the directors shall be elected separately.

(b) In the election of the first director, each governor representing an American Republic eligible to participate in the election shall cast for one person all the votes to which he is entitled. The person receiving the largest number of votes shall be elected provided that he has received not less than forty-five per cent of the total votes.

(c) If no person is elected on the first ballot further ballots shall be held, in each of which the person receiving the lowest number of votes shall be eliminated, until one person receives a number of votes sufficient for election under (b) above.

(d) Governors whose votes contribute to the election of the first director shall take no part in the election of the second director.

(e) Persons who did not succeed in the first election shall not be ineligible for election as the second director.

(f) A majority of the votes which can be cast shall be required for election of the second director. If at the first ballot no person receives a majority, further ballots shall be held in each of which the person receiving the lowest number of votes shall be eliminated, until some person obtains a majority.

(g) The second director shall be deemed to have been elected by all the votes which could have been cast in the ballot securing his election.

SCHEDULE D

SETTLEMENT OF ACCOUNTS WITH MEMBERS WITHDRAWING

1. The Fund shall be obligated to pay to a member withdrawing an amount equal to its quota, plus any other amounts due to it from the Fund, less any amounts in its currency due to the Fund, including charges accruing after the date of its withdrawal; but no payment shall be made until six months after the date of withdrawal. Payments shall be made in the currency of the withdrawing member.

2. If the Fund's holdings of the currency of the withdrawing member are not sufficient to pay the net amount due from the Fund, the balance shall be paid in gold, or in such other manner as may be agreed. If the Fund and the withdrawing member do not reach agreement within six months of the date of withdrawal, the currency in question held by the Fund shall be paid forthwith to the withdrawing member. Any balance due shall be paid in ten half-yearly instalments during the ensuing five years. Each such instalment shall be paid, at the option of the Fund, either in the currency of the withdrawing member acquired after its withdrawal or by the delivery of gold.

3. If the Fund fails to meet any instalment which is due in accordance with the preceding paragraphs, the withdrawing member shall be entitled to require the Fund to pay the instalment in any currency held by the Fund with the exception of any currency which has been declared scarce under Article VII, Section 3.

4. If the Fund's holdings of the currency of a withdrawing member exceed the amount due to it, and if agreement on the method of settling accounts is not reached within six months of the date of withdrawal, the former member shall be obligated to redeem such excess currency in gold or, at its option, in the currencies of members which at the time of redemption are convertible. Redemption shall be made at the parity existing at the time of withdrawal from the Fund. The withdrawing member shall complete redemption within five years of the date of withdrawal, or within such longer period as may be fixed by the Fund, but shall not be required to redeem in any half-yearly period more than one-tenth of the Fund's excess holdings of its currency at the date of withdrawal plus further acquisitions of the currency during such half-yearly period. If the withdrawing member does not fulfil this obligation, the Fund may in an orderly manner liquidate in any market the amount of currency which should have been redeemed.

5. Any member desiring to obtain the currency of a member which has withdrawn shall acquire it by purchase from the Fund, to the extent that such member has access to the resources of the Fund and that such currency is available under 4 above.

6. The withdrawing member guarantees the unrestricted use at all times of currency disposed of under 4 and 5 above for the purchase of goods or for the payment of sums due to it or to persons within its territories. It shall compensate the Fund for any loss resulting from the difference between the par value of its currency on the date of withdrawal and the value realized by the Fund on disposal under 4 and 5 above.

7. In the event of the Fund going into liquidation under Article XVI, Section 2, within six months of the date on which the member withdraws, the account between the Fund and that government shall be settled in accordance with Article XVI, Section 2, and Schedule E.

SCHEDULE E

ADMINISTRATION OF LIQUIDATION

1. In the event of liquidation the liabilities of the Fund other than the repayment of subscriptions shall have priority in the distribution of the assets of the Fund. In meeting each such liability the Fund shall use its assets in the following order:—

- (a) the currency in which the liability is payable;
- (b) gold;
- (c) all other currencies in proportion, so far as may be practicable, to the quotas of the members.

2. After the discharge of the Fund's liabilities in accordance with 1 above, the balance of the Fund's assets shall be distributed and apportioned as follows:

- (a) The Fund shall distribute its holdings of gold among the members whose currencies are held by the Fund in amounts less than their quotas. These members shall share the gold so distributed in the proportions of the amounts by which their quotas exceed the Fund's holdings of their currencies.
- (b) The Fund shall distribute to each member one-half the Fund's holdings of its currency but such distribution shall not exceed fifty per cent of its quota.
- (c) The Fund shall apportion the remainder of its holdings of each currency among all the members in proportion to the amounts due to each member after the distributions under (a) and (b) above.

3. Each member shall redeem the holdings of its currency apportioned to other members under 2 (c) above, and shall agree with the Fund within three months after a decision to liquidate upon an orderly procedure for such redemption.

4. If a member has not reached agreement with the Fund within the three month period referred to in 3 above, the Fund shall use the currencies of other members apportioned to that member under 2 (c) above to redeem the currency of that member apportioned to other members. Each currency apportioned to a member which has not reached agreement shall be used, as far as possible, to redeem its currency apportioned to the members which have made agreement with the Fund under 3 above.

5. If a member has reached agreement with the Fund in accordance with 3 above, the Fund shall use the currencies of other members apportioned to that member under 2 (c) above to redeem the currency of that member apportioned to other members which have made agreements with the Fund under 3 above. Each amount so redeemed shall be redeemed in the currency of the member to which it was apportioned.

6. After carrying out the preceding paragraphs, the Fund shall pay to each member the remaining currencies held for its account.

7. Each member whose currency has been distributed to other members under 6 above shall redeem such currency in gold or, at its option, in the currency of the member requesting redemption, or in such other manner as may be agreed between them. If the members involved do not otherwise agree, the member obligated to redeem shall complete redemption within five years of the date of distribution, but shall not be required to redeem in any half-yearly period more than one-tenth of the amount distributed to each other member. If the member does not fulfil this obligation, the amount of currency which should have been redeemed may be liquidated in an orderly manner in any market.

8. Each member whose currency has been distributed to other members under 6 above guarantees the unrestricted use of such currency at all times for the purchase of goods or for payment of sums due to it or to persons in its territories. Each member so obligated agrees to compensate other members for any loss resulting from the difference between the par value of its currency on the date of the decision to liquidate the Fund and the value realized by such members on disposal of its currency.

LIST OF ARTICLES AND SECTIONS

	<i>Articles</i>	<i>PAGE</i>
Introductory Article.....		16
I. Purposes.....		16
II. Membership.....		16
1. Original members.....		16
2. Other members.....		16
III. Quotas and Subscriptions.....		17
1. Quotas.....		17
2. Adjustment of quotas.....		17
3. Subscriptions: time, place and form of payment.....		17
4. Payments when quotas are changed.....		17
5. Substitution of securities for currency.....		18
IV. Par Values of Currencies.....		18
1. Expression of par values.....		18
2. Gold purchases based on par values.....		18
3. Foreign exchange dealings based on parity.....		18
4. Obligations regarding exchange stability.....		18
5. Changes in par values.....		19
6. Effect of unauthorized changes.....		19
7. Uniform changes in par values.....		19
8. Maintenance of gold value of the Fund's assets.....		19
9. Separate currencies within a member's territories.....		19
V. Transactions with the Fund.....		20
1. Agencies dealing with the Fund.....		20
2. Limitation on the Fund's operations.....		20
3. Conditions governing use of the Fund's resources.....		20
4. Waiver of conditions.....		20
5. Ineligibility to use the Fund's resources.....		20
6. Purchases of currencies from the Fund for gold.....		21
7. Repurchase by a member of its currency held by the Fund.....		21
8. Charges.....		21
VI. Capital Transfers.....		22
1. Use of the Fund's resources for capital transfers.....		22
2. Special provisions for capital transfers.....		22
3. Controls of capital transfers.....		23
VII. Scarce Currencies.....		23
1. General scarcity of currency.....		23
2. Measures to replenish the Fund's holdings of scarce currencies.....		23
3. Scarcity of the Fund's holdings.....		23
4. Administration of restrictions.....		23
5. Effect of other international agreements on restrictions.....		24
VIII. General Obligations of Members.....		24
1. Introduction.....		24
2. Avoidance of restrictions on current payments.....		24
3. Avoidance of discriminatory currency practices.....		24
4. Convertibility of foreign-held balances.....		24
5. Furnishing of information.....		25
6. Consultation between members regarding existing international agreements.....		25
IX. Status, Immunities and Privileges.....		26
1. Purposes of Article.....		26
2. Status of the Fund.....		26
3. Immunity from judicial process.....		26
4. Immunity from other action.....		26
5. Immunity of archives.....		26
6. Freedom of assets from restrictions.....		26
7. Privilege for communications.....		26
8. Immunities and privileges of officers and employees.....		26
9. Immunities from taxation.....		27
10. Application of Article.....		27

	PAGE
X. Relations with Other International Organizations.....	27
XI. Relations with Non-Member Countries.....	27
1. Undertakings regarding relations with non-member countries.....	27
2. Restrictions on transactions with non-member countries.....	27
XII. Organization and Management.....	27
1. Structure of the Fund.....	27
2. Board of Governors.....	28
3. Executive Directors.....	28
4. Managing Director and staff.....	28
5. Voting.....	30
6. Distribution of net income.....	30
7. Publication of reports.....	31
8. Communication of views to members.....	31
XIII. Offices and Depositories.....	31
1. Location of offices.....	31
2. Depositories.....	31
3. Guarantee of the Fund's assets.....	31
XIV. Transitional Period.....	31
1. Introduction.....	31
2. Exchange restrictions.....	32
3. Notification to the Fund.....	32
4. Action of the Fund relating to restrictions.....	32
5. Nature of transitional period.....	32
XV. Withdrawal from Membership.....	32
1. Right of members to withdraw.....	32
2. Compulsory withdrawal.....	32
3. Settlement of accounts with members withdrawing.....	33
XVI. Emergency Provisions.....	33
1. Temporary suspension.....	33
2. Liquidation of the Fund.....	33
XVII. Amendments.....	33
XVIII. Interpretation.....	34
XIX. Explanation of Terms.....	34
XX. Final Provisions.....	35
1. Entry into force.....	35
2. Signature.....	35
3. Inauguration of the Fund.....	36
4. Initial determination of par values.....	37

Schedules

	PAGE
SCHEDULE A. Quotas.....	39
SCHEDULE B. Provisions with Respect to Repurchase by a Member of its Currency held by the Fund.....	40
SCHEDULE C. Election of Executive Directors.....	41
SCHEDULE D. Settlement of Accounts with Members Withdrawing.....	42
SCHEDULE E. Administration of Liquidation.....	43

ANNEX B

ARTICLES OF AGREEMENT OF THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

The Governments on whose behalf the present Agreement is signed agree as follows:

INTRODUCTORY ARTICLE

The International Bank of Reconstruction and Development is established and shall operate in accordance with the following provisions:

ARTICLE I—PURPOSES

The purposes of the Bank are:

(i) To assist in the reconstruction and development of territories of members by facilitating the investment of capital for productive purposes, including the restoration of economies destroyed or disrupted by war, the reconversion of productive facilities to peacetime needs and the encouragement of the development of productive facilities and resources in less developed countries.

(ii) To promote private foreign investment by means of guarantees or participations in loans and other investments made by private investors; and when private capital is not available on reasonable terms, to supplement private investment by providing, on suitable conditions, finance for productive purposes out of its own capital, funds raised by it and its other resources.

(iii) To promote the long-range balanced growth of international trade and the maintenance of equilibrium in balances of payments by encouraging international investment for the development of the productive resources of members, thereby assisting in raising productivity, the standard of living and conditions of labour in their territories.

(iv) To arrange the loans made or guaranteed by it in relation to international loans through other channels so that the more useful and urgent projects, large and small alike, will be dealt with first.

(v) To conduct its operations with due regard to the effect of international investment on business conditions in the territories of members and, in the immediate post-war years, to assist in bringing about a smooth transition from a wartime to a peacetime economy.

The Bank shall be guided in all its decisions by the purposes set forth above.

ARTICLE II—MEMBERSHIP IN AND CAPITAL OF THE BANK

Section 1. *Membership.*

(a) The original members of the Bank shall be those members of the International Monetary Fund which accept membership in the Bank before the date specified in Article XI, Section 2 (e).

(b) Membership shall be open to other members of the Fund, at such times and in accordance with such terms as may be prescribed by the Bank.

Section 2. *Authorized capital.*

(a) The authorized capital stock of the Bank shall be \$10,000,000,000, in terms of United States dollars of the weight and fineness in effect on July 1,

1944. The capital stock shall be divided into 100,000 shares having a par value of \$100,000 each, which shall be available for subscription only by members.

(b) The capital stock may be increased when the Bank deems it advisable by a three-fourths majority of the total voting power.

Section 3. *Subscription of shares.*

(a) Each member shall subscribe shares of the capital stock of the Bank. The minimum number of shares to be subscribed by the original members shall be those set forth in Schedule A. The minimum number of shares to be subscribed by other members shall be determined by the Bank, which shall reserve a sufficient portion of its capital stock for subscription by such members.

(b) The Bank shall prescribe rules laying down the conditions under which members may prescribe shares of the authorized capital stock of the Bank in addition to their minimum subscriptions.

(c) If the authorized capital stock of the Bank is increased, each member shall have a reasonable opportunity to subscribe, under such conditions as the Bank shall decide, a proportion of the increase of stock equivalent to the proportion which its stock theretofore subscribed bears to the total capital stock of the Bank, but no member shall be obligated to subscribe any part of the increased capital.

Section 4. *Issue price of shares.*

Shares included in the minimum subscriptions of original members shall be issued at par. Other shares shall be issued at par unless the Bank by a majority of the total voting power decides in special circumstances to issue them on other terms.

Section 5. *Division and calls of subscribed capital.*

The subscription of each member shall be divided into two parts as follows:

(i) twenty per cent shall be paid or subject to call under Section 7 (i) of this Article as needed by the Bank for its operations;

(ii) the remaining eighty per cent shall be subject to call by the Bank only when required to meet obligations of the Bank created under Article IV, Section 1 (a) (ii) and (iii).

Calls on unpaid subscriptions shall be uniform on all shares.

Section 6. *Limitation on liability.*

Liability on shares shall be limited to the unpaid portion of the issue price of the shares.

Section 7. *Method of payment of subscriptions for shares.*

Payment of subscriptions for shares shall be made in gold or United States dollars and in the currencies of the members as follows:

(i) under Section 5 (i) of this Article, two per cent of the price of each share shall be payable in gold or United States dollars, and, when calls are made, the remaining eighteen per cent shall be paid in the currency of the member;

(ii) when a call is made under Section 5 (ii) of this Article, payment may be made at the option of the member either in gold, United States dollars or in the currency required to discharge the obligations of the Bank for the purpose for which the call is made;

(iii) when a member makes payments in any currency under (i) and (ii) above, such payments shall be made in amounts equal in value to the member's liability under the call. This liability shall be a proportionate part of the subscribed capital stock of the Bank as authorized and defined in Section 2 of this Article.

Section 8. *Time of payment of subscriptions.*

(a) The two per cent payable on each share in gold or United States dollars under Section 7 (i) of this Article, shall be paid within sixty days of the date on which the Bank begins operations, provided that (i) any original member of the Bank whose metropolitan territory has suffered from enemy occupation or hostilities during the present war shall be granted the right to postpone payment of one-half per cent until five years after that date; (ii) an original member who cannot make such a payment because it has not recovered possession of its gold reserves which are still seized or immobilized as a result of the war may postpone all payment until such date as the Bank may decide.

(b) The remainder of the price of each share payable under Section 7 (i) of this Article shall be paid as and when called by the Bank, provided that

(i) the Bank shall, within one year of its beginning operations, call not less than eight per cent of the price of the share in addition to the payment of two per cent referred to in (a) above;

(ii) not more than five per cent of the price of the share shall be called in any period of three months.

Section 9. *Maintenance of value of certain currency holdings of the Bank.*

(a) Whenever (i) the par value of a member's currency is reduced, or (ii) the foreign exchange value of a member's currency has, in the opinion of the Bank, depreciated to a significant extent within that member's territories, the member shall pay to the Bank within a reasonable time an additional amount of its own currency sufficient to maintain the value, as of the time of initial subscription, of the amount of the currency of such member, which is held by the Bank and derived from currency originally paid in to the Bank by the member under Article II, Section 7 (i), from currency referred to in Article IV, Section 2 (b), or from any additional currency furnished under the provisions of the present paragraph, and which has not been re-purchased by the member for gold or for the currency of any member which is acceptable to the Bank.

(b) Whenever the par value of a member's currency is increased, the Bank shall return to such member within a reasonable time an amount of that member's currency equal to the increase in the value of the amount of such currency described in (a) above.

(c) The provisions of the preceding paragraphs may be waived by the Bank when a uniform proportionate charge in the par values of the currencies of all its members is made by the International Monetary Fund.

Section 10. *Restriction on disposal of shares.*

Shares shall not be pledged or encumbered in any manner whatever and they shall be transferable only to the Bank.

ARTICLE III—GENERAL PROVISIONS RELATING TO LOANS AND GUARANTEES

Section 1. *Use of resources.*

(a) The resources and the facilities of the Bank shall be used exclusively for the benefit of members with equitable consideration to projects for development and projects for reconstruction alike.

(b) For the purpose of facilitating the restoration and reconstruction of the economy of members whose metropolitan territories have suffered great devastation from enemy occupation or hostilities, the Bank, in determining the conditions and terms of loans made to such members, shall pay special regard to lightening the financial burden and expediting the completion of such restoration and reconstruction.

Section 2. *Dealings between members and the Bank.*

Each member shall deal with the Bank only through its Treasury, central bank, stabilization fund or other similar fiscal agency, and the Bank shall deal with members only by or through the same agencies.

Section 3. *Limitations on guarantees and borrowings of the Bank.*

The total amount outstanding of guarantees, participations in loans and direct loans made by the Bank shall not be increased at any time, if by such increase the total would exceed one hundred per cent of the unimpaired subscribed capital, reserves and surplus of the Bank.

Section 4. *Conditions on which the Bank may guarantee or make loans.*

The Bank may guarantee, participate in, or make loans to any member or any political sub-division thereof and any business, industrial, and agricultural enterprise in the territories of a member, subject to the following conditions.

(1) When the member in whose territories the project is located is not itself the borrower, the member or the central bank or some comparable agency of the member which is acceptable to the Bank, fully guarantees the repayment of the principal and the payment of interest and other charges on the loan.

(2) The Bank is satisfied that in the prevailing market conditions the borrower would be unable otherwise to obtain the loan under conditions which in the opinion of the Bank are reasonable for the borrower.

(3) A competent committee, as provided for in Article V, Section 7, has submitted a written report recommending the project after a careful study of the merits of the proposal.

(4) In the opinion of the Bank the rate of interest and other charges are reasonable and such rate, charges and the schedule for repayment of principal are appropriate to the project.

(5) In making or guaranteeing a loan, the Bank shall pay due regard to the prospects that the borrower, and, if the borrower is not a member, that the guarantor, will be in position to meet its obligations under the loan; and the Bank shall act prudently in the interests both of the particular member in whose territories the project is located and of the members as a whole.

(6) In guaranteeing a loan made by other investors, the Bank receives suitable compensation for its risk.

(7) Loans made or guaranteed by the Bank shall, except in special circumstances, be for the purpose of specific projects of reconstruction or development.

Section 5. *Use of loans guaranteed, participated in or made by the Bank.*

(a) The Bank shall impose no conditions that the proceeds of a loan shall be spent in the territories of any particular member or members.

(b) The Bank shall make arrangements to ensure that the proceeds of any loan are used only for the purposes for which the loan was granted, with due attention to considerations of economy and efficiency and without regard to political or other non-economic influences or considerations.

(c) In the case of loans made by the Bank, it shall open an account in the name of the borrower and the amount of the loan shall be credited to this account in the currency or currencies in which the loan is made. The borrower shall be permitted by the Bank to draw on this account only to meet expenses in connection with the project as they are actually incurred.

ARTICLE IV—OPERATIONS

Section 1. *Methods of making or facilitating loans.*

(a) The Bank may make or facilitate loans which satisfy the general conditions of Article III in any of the following ways:

(i) By making or participating in direct loans out of its own funds corresponding to its unimpaired paid-up capital, surplus and, subject to Section 6 of this Article, to its reserves.

(ii) By making or participating in direct loans out of funds raised in the market of a member, or otherwise borrowed by the Bank.

(iii) By guaranteeing in whole or in part loans made by private investors through the usual investment channels.

(b) The Bank may borrow funds under (a) (ii) above or guarantee loans under (a) (iii) above only with the approval of the member in whose markets the funds are raised and the member in whose currency the loan is denominated, and only if those members agree that the proceeds may be exchanged for the currency of any other member without restriction.

Section 2. *Availability and transferability of currencies.*

(a) Currencies paid into the Bank under Article II, Section 7 (i), shall be loaned only with the approval in each case of the member whose currency is involved; provided, however, that if necessary, after the Bank's subscribed capital has been entirely called, such currencies shall, without restriction by the members whose currencies are offered, be used or exchanged for the currencies required to meet contractual payments of interest, other charges or amortization on the Bank's own borrowings, or to meet the Bank's liabilities with respect to such contractual payments on loans guaranteed by the Bank.

(b) Currencies received by the Bank from borrowers or guarantors in payment on account of principal of direct loans made with currencies referred to in (a) above shall be exchanged for the currencies of other members or reloaned only with the approval in each case of the members whose currencies are involved; provided, however, that if necessary, after the Bank's subscribed capital has been entirely called, such currencies shall, without restriction by the members whose currencies are offered, be used or exchanged for the currencies required to meet contractual payments of interest, other charges or amortization on the Bank's own borrowings, or to meet the Bank's liabilities with respect to such contractual payments on loans guaranteed by the Bank.

(c) Currencies received by the Bank from borrowers or guarantors in payment on account of principal of direct loans made by the Bank under Section 1 (a) (ii) of this Article, shall be held and used without restriction by the members to make amortization payments, or to anticipate payment of or repurchase part or all of the Bank's own obligations.

(d) All other currencies available to the Bank, including those raised in the market or otherwise borrowed under Section 1 (a) (ii) of this Article, those obtained by the sale of gold, those received as payments of interest and other charges for direct loans made under Section 1 (a) (i) and (ii), and those received as payments of commissions and other charges under Section 1 (a) (iii), shall be used or exchanged for other currencies or gold required in the operations of the Bank without restriction by the members whose currencies are offered.

(e) Currencies raised in the markets of members by borrowers on loans guaranteed by the Bank under Section 1 (a) (iii) of this Article, shall also be used or exchanged for other currencies without restriction by such members.

Section 3. *Provision of currencies for direct loans.*

The following provisions shall apply to direct loans under Section 1 (a) (i) and (ii) of this Article:

(a) The Bank shall furnish the borrower with such currencies of members other than the member in whose territories the project is located as are needed by the borrower for expenditures to be made in the territories of such other members to carry out the purposes of the loan.

(b) The Bank may, in exceptional circumstances when local currency required for the purposes of the loan cannot be raised by the borrower on reasonable terms, provide the borrower as part of the loan with an appropriate amount of that currency.

(c) The Bank, if the project gives rise indirectly to an increased need for foreign exchange by the member in whose territories the project is located, may in exceptional circumstances provide the borrower as part of the loan with an appropriate amount of gold or foreign exchange not in excess of the borrower's local expenditure in connection with the purposes of the loan.

(d) The Bank may, in exceptional circumstances, at the request of a member in whose territories a portion of the loan is spent, repurchase with gold or foreign exchange a part of that member's currency thus spent but in no case shall the part so repurchased exceed the amount by which the expenditure of the loan in those territories gives rise to an increased need for foreign exchange.

Section 4. *Payment provisions for direct loans.*

Loan contracts under Section 1 (a) (i) or (ii) of this Article shall be made in accordance with the following payment provisions:

(a) The terms and conditions of interest and amortization payments, maturity and dates of payment of each loan shall be determined by the Bank. The Bank shall also determine the rate and any other terms and conditions of commission to be charged in connection with such loan.

In the case of loans made under Section 1 (a) (ii) of this Article during the first ten years of the Bank's operations, this rate of commission shall be not less than one per cent per annum and not greater than one and one-half per cent per annum, and shall be charged on the outstanding portion of any such loan. At the end of this period of ten years, the rate of commission may be reduced by the Bank with respect both to the outstanding portions of loans already made and to future loans, if the reserves accumulated by the Bank under Section 6 of this Article and out of other earnings are considered by it sufficient to justify a reduction. In the case of future loans the Bank shall also have discretion to increase the rate of commission beyond the above limit, if experience indicates that an increase is advisable.

(b) All loan contracts shall stipulate the currency or currencies in which payments under the contract shall be made to the Bank. At the option of the borrower, however, such payments may be made in gold, or subject to the agreement of the Bank, in the currency of a member other than that prescribed in the contract.

(i) In the case of loans made under Section 1 (a) (i) of this Article, the loan contracts shall provide that payments to the Bank of interest, other charges and amortization shall be made in the currency loaned, unless the member whose currency is loaned agrees that such payments shall be made in some other specified currency or currencies. These payments, subject to the provisions of Article II, Section 9 (c), shall be equivalent to the value of such contractual payments at the time the loans were made, in terms of a currency specified for the purpose by the Bank by a three-fourths majority of the total voting power.

(ii) In the case of loans made under Section 1 (a) (ii) of this Article, the total amount outstanding and payable to the Bank in any one currency shall at no time exceed the total amount of the outstanding borrowings made by the Bank under Section 1 (a) (ii) and payable in the same currency.

(c) If a member suffers from an acute exchange stringency, so that the service of any loan contracted by that member or guaranteed by it or by one of its agencies cannot be provided in the stipulated manner, the member concerned may appeal to the Bank for a relaxation of the conditions of payment. If the Bank is satisfied that some relaxation is in the interests of the particular member and of the operations of the Bank and of its members as a whole, it may take action under either, or both, of the following paragraphs with respect to the whole, or part, of the annual service:

(i) The Bank may, in its discretion, make arrangements with the member concerned to accept service payments on the loan in the member's currency for periods not to exceed three years upon appropriate terms regarding the use of such currency and the maintenance of its foreign exchange value; and for the repurchase of such currency on appropriate terms.

(ii) The Bank may modify the terms of amortization or extend the life of the loan, or both.

Section 5. *Guarantees.*

(a) In guaranteeing a loan placed through the usual investment channels, the Bank shall charge a guarantee commission payable periodically on the amount of the loan outstanding at a rate determined by the Bank. During the first ten years of the Bank's operations, this rate shall be not less than one per cent per annum and not greater than one and one-half per cent per annum. At the end of this period of ten years, the rate of commission may be reduced by the Bank with respect both to the outstanding portions of loans already guaranteed and to future loans if the reserves accumulated by the Bank under Section 6 of this Article and out of other earnings are considered by it sufficient to justify a reduction. In the case of future loans the Bank shall also have discretion to increase the rate of commission beyond the above limit, if experience indicates that an increase is advisable.

(b) Guarantee commissions shall be paid directly to the Bank by the borrower.

(c) Guarantees by the Bank shall provide that the Bank may terminate its liability with respect to interest if, upon default by the borrower and by the guarantor, if any, the Bank offers to purchase, at par and interest accrued to a date designated in the offer, the bonds or other obligations guaranteed.

(d) The Bank shall have power to determine any other terms and conditions of the guarantee.

Section 6. *Special reserve.*

The amount of commissions received by the Bank under Sections 4 and 5 of this Article shall be set aside as a special reserve, which shall be used only for meeting liabilities of the Bank in accordance with Section 7 of this Article. The special reserve shall be held in such liquid form, permitted under this Agreement, as the Executive Directors may decide.

Section 7. *Methods of meeting liabilities of the Bank in case of defaults.*

In cases of default on loans made, participated in, or guaranteed by the Bank:

(a) The Bank shall make such arrangements as may be feasible to adjust the obligations under the loans, including arrangements under or analogous to those provided in Section 4 (c) of this Article.

(b) The payments in discharge of the Bank's liabilities on borrowings or guarantees under Section 1 (a) (ii) and (iii) of this Article shall be charged:

(i) first, against the special reserve provided in Section 6 of this Article.

(ii) then, to the extent necessary and at the discretion of the Bank, against the other reserves, surplus and capital available to the Bank.

(c) Whenever necessary to meet contractual payments of interest, other charges or amortization on the Bank's own borrowings, or to meet the Bank's liabilities with respect to similar payments on loans guaranteed by the Bank, the Bank may call an appropriate amount of the unpaid subscriptions of members in accordance with Article II, Sections 5 and 7. Moreover, if it believes that a default may be of long duration, the Bank may call an additional amount of such unpaid subscriptions, not to exceed in any one year one per cent of the total subscriptions of the members for the following purposes:

(i) To redeem prior to maturity or otherwise discharge its liability on all or part of the outstanding principal of any loan guaranteed by it in respect of which the debtor is in default.

(ii) To purchase or otherwise discharge its liability on all or part of its own outstanding borrowings.

Section 8. *Miscellaneous operations.*

In addition to the operations specified elsewhere in this Agreement, the Bank shall have the power:

(i) To buy and sell securities it has issued and to buy and sell securities which it has guaranteed or in which it has invested, provided that the Bank shall obtain the approval of the member in whose territories the securities are to be bought or sold.

(ii) To guarantee securities in which it has invested for the purpose of facilitating their sale.

(iii) To borrow the currency of any member with the approval of that member.

(iv) To buy and sell such other securities as the Directors by a three-fourths majority of the total voting power may deem proper for the investment of all or part of the special reserve under Section 6 of the Article.

In exercising the powers conferred by this Section, the Bank may deal with any person, partnership, association, corporation or other legal entity in the territories of any member.

Section 9. *Warning to be placed on securities.*

Every security guaranteed or issued by the Bank shall bear on its face a conspicuous statement to the effect that it is not an obligation of any government unless expressly stated on the security.

Section 10. *Political activity prohibited.*

The Bank and its officers shall not interfere in the political affairs of any member; nor shall they be influenced in their decisions by the political character of the member or members concerned. Only economic considerations shall be relevant to their decisions, and these considerations shall be weighed impartially in order to achieve the purposes stated in Article I.

ARTICLE V—ORGANIZATION AND MANAGEMENT

Section 1. *Structure of the Bank.*

The Bank shall have a Board of Governors, Executive Directors, a President and such other officers and staff to perform such duties as the Bank may determine.

Section 2. *Board of Governors.*

(a) All the powers of the Bank shall be vested in the Board of Governors consisting of one governor and one alternate appointed by each member in such manner as it may determine. Each governor and each alternate shall serve for five years, subject to the pleasure of the member appointing him, and may be reappointed. No alternate may vote except in the absence of his principal. The Board shall select one of the governors as Chairman.

(b) The Board of Governors may delegate to the Executive Directors authority to exercise any powers of the Board, except the power to:

(i) Admit new members and determine the conditions of their admission;

(ii) Increase or decrease the capital stock;

(iii) Suspend a member;

(iv) Decide appeals from interpretation of this Agreement given by the Executive Directors;

(v) Make arrangements to co-operate with other international organizations (other than informal arrangements of a temporary and administrative character);

(vi) Decide to suspend permanently the operations of the Bank and to distribute its assets;

(vii) Determine the distribution of the net income of the Bank.

(c) The Board of Governors shall hold an annual meeting and such other meetings as may be provided for by the Board or called by the Executive Directors. Meetings of the Board shall be called by the directors whenever requested by five members or by members having one-quarter of the total voting power.

(d) A quorum for any meeting of the Board of Governors shall be a majority of the Governors, exercising not less than two-thirds of the total voting power.

(e) The Board of Governors may by regulation establish a procedure whereby the Executive Directors, when they deem such action to be in the best interests of the Bank, may obtain a vote of the Governors on a specific question without calling a meeting of the Board.

(f) The Board of Governors, and the Executive Directors to the extent authorized, may adopt such rules and regulations as may be necessary or appropriate to conduct the business of the Bank.

(g) Governors and alternates shall serve as such without compensation from the Bank, but the Bank shall pay them reasonable expenses incurred in attending meetings.

(h) The Board of Governors shall determine the remuneration to be paid to the Executive Directors and the salary and terms of the contract of service of the President.

Section 3. *Voting.*

(a) Each member shall have two hundred and fifty votes plus one additional vote for each share of stock held.

(b) Except as otherwise specifically provided, all matters before the Bank shall be decided by a majority of the votes cast.

Section 4. *Executive Directors.*

(a) The Executive Directors shall be responsible for the conduct of the general operations of the Bank, and for this purpose shall exercise all the powers delegated to them by the Board of Governors.

(b) There shall be twelve Executive Directors, who need not be governors, and of whom:

(i) five shall be appointed, one by each of the five members having the largest number of shares;

(ii) seven shall be elected according to Schedule B by all the Governors other than those appointed by the five members referred to in (i) above.

For the purpose of this paragraph, "members" means governments of countries whose names are set forth in Schedule A, whether they are original members or become members in accordance with Article II, Section 1 (b). When governments of other countries become members, the Board of Governors may, by a four-fifths majority of the total voting power, increase the total number of Directors by increasing the number of Directors to be elected.

Executive Directors shall be appointed or elected every two years.

(c) Each Executive Director shall appoint an alternate with full power to act for him when he is not present. When the Executive Directors appointing them are present, alternates may participate in meetings but shall not vote.

(d) Directors shall continue in office until their successors are appointed or elected. If the office of an elected director becomes vacant more than ninety days before the end of his term, another director shall be elected for the remainder of the term by the Governors who elected the former director. A majority of the votes cast shall be required for election. While the office remains vacant, the alternate of the former director shall exercise his powers, except that of appointing an alternate.

(e) The Executive Directors shall function in continuous session at the principal office of the Bank and shall meet as often as the business of the Bank may require.

(f) A quorum for any meeting of the Executive Directors shall be a majority of the Directors, exercising not less than one-half of the total voting power.

(g) Each appointed Director shall be entitled to cast the number of votes allotted under Section 3 of this Article to the member appointing him. Each elected Director shall be entitled to cast the number of votes which counted toward his election. All the votes which a Director is entitled to cast shall be cast as a unit.

(h) The Board of Governors shall adopt regulations under which a member not entitled to appoint a director under (b) above may send a representative to attend any meeting of the Executive Directors when a request made by, or a matter particularly affecting, that member is under consideration.

(i) The Executive Directors may appoint such committees as they deem advisable. Membership of such committees need not be limited to Governors or Directors or their alternates.

Section 5. *President and Staff.*

(a) The Executive Directors shall select a President who shall not be a Governor or an Executive Director or an alternate for either. The President shall be Chairman of the Executive Directors, but shall have no vote except a deciding vote in case of an equal division. He may participate in meetings of the Board of Governors, but shall not vote at such meetings. The President shall cease to hold office when the Executive Directors so decide.

(b) The President shall be chief of the operating staff of the Bank and shall conduct, under the direction of the Executive Directors, the ordinary

business of the Bank. Subject to the general control of the Executive Directors, he shall be responsible for the organization, appointment and dismissal of the officers and staff.

(c) The President, officers and staff of the Bank, in the discharge of their offices, owe their duty entirely to the Bank and to no other authority. Each member of the Bank shall respect the international character of this duty and shall refrain from all attempts to influence any of them in the discharge of their duties.

(d) In appointing the officers and staff the President shall, subject to the paramount importance of securing the highest standards of efficiency and of technical competence, pay due regard to the importance of recruiting personnel on as wide a geographical basis as possible.

Section 6. *Advisory Council.*

(a) There shall be an Advisory Council of not less than seven persons selected by the Board of Governors including representatives of banking, commercial, industrial, labour, and agricultural interests, and with as wide a national representation as possible. In those fields where specialized international organizations exist, the members of the Council representative of those fields shall be selected in agreement with such organizations. The Council shall advise the Bank on matters of general policy. The Council shall meet annually and on such other occasions as the Bank may request.

(b) Councillors shall serve for two years and may be reappointed. They shall be paid their reasonable expenses incurred on behalf of the Bank.

Section 7. *Loan Committees.*

The committees required to report on loans under Article III, Section 4, shall be appointed by the Bank. Each such committee shall include an expert selected by the Governor representing the member in whose territories the project is located and one or more members of the technical staff of the Bank.

Section 8. *Relationship to other international organizations.*

(a) The Bank, within the terms of this Agreement, shall co-operate with any general international organization and with public international organizations having specialized responsibilities in related fields. Any arrangements for such co-operation may be effected only after amendment to this Agreement under Article VIII.

(b) In making decisions on applications for loans or guarantees relating to matters directly within the competence of any international organization of the types specified in the preceding paragraph and participated in primarily by members of the Bank, the Bank shall give consideration to the views and recommendations of such organization.

Section 9. *Location of offices.*

(a) The principal office of the Bank shall be located in the territory of the member holding the greatest number of shares.

(b) The Bank may establish agencies or branch offices in the territories of any member of the Bank.

Section 10. *Regional offices and councils.*

(a) The Bank may establish regional offices and determine the location of, and the areas to be covered by, each regional office.

(b) Each regional office shall be advised by a regional council representative of the entire area and selected in such manner as the Bank may decide.

Section 11. *Depositories.*

(a) Each member shall designate its central bank as a depository for all the Bank's holdings of its currency or, if it has no central bank, it shall designate such other institution as may be acceptable to the Bank.

(b) The Bank may hold other assets, including gold, in depositories designated by the five members having the largest number of shares and in such other designated depositories as the Bank may select. Initially, at least one-half of the gold holdings of the Bank shall be held in the depository designated by the member in whose territory the Bank has its principal office, and at least forty per cent shall be held in the depositories designated by the remaining four members referred to above, each of such depositories to hold, initially, not less than the amount of gold paid on the shares of the member designating it. However, all transfers of gold by the Bank shall be made with due regard to the costs of transport and anticipated requirements of the Bank. In an emergency the Executive Directors may transfer all or any part of the Bank's gold holdings to any place where they can be adequately protected.

Section 12. *Form of holdings of currency.*

The Bank shall accept from any member, in place of any part of the member's currency, paid in to the Bank under Article II, Section 7 (i), or to meet amortization payments on loans made with such currency, and not needed by the Bank in its operations, notes or similar obligations issued by the Government of the member or the depository designated by such member, which shall be non-negotiable, non-interest-bearing and payable at their par value on demand by credit to the account of the Bank in the designated depository.

Section 13. *Publication of reports and provision of information.*

(a) The Bank shall publish an annual report containing an audited statement of its accounts and shall circulate to members at intervals of three months or less a summary statement of its financial position and a profit and loss statement showing the results of its operations.

(b) The Bank may publish such other reports as it deems desirable to carry out its purposes.

(c) Copies of all reports, statements and publications made under this section shall be distributed to members.

Section 14. *Allocation of net income.*

(a) The Board of Governors shall determine annually what part of the Bank's net income, after making provision for reserves, shall be allocated to surplus and what part, if any, shall be distributed.

(b) If any part is distributed, up to two per cent non-cumulative shall be paid, as a first charge against the distribution for any year, to each member on the basis of the average amount of the loans outstanding during the year made under Article IV, Section 1 (a) (i), out of currency corresponding to its subscription. If two per cent is paid as a first charge, any balance remaining to be distributed shall be paid to all members in proportion to their shares. Payments to each member shall be made in its own currency, or if that currency is not available in other currency acceptable to the member. If such payments are made in currencies other than the member's own currency, the transfer of the currency and its use by the receiving member after payment shall be without restriction by the members.

ARTICLE VI—WITHDRAWAL AND SUSPENSION OF MEMBERSHIP: SUSPENSION OF OPERATIONS

Section 1. *Right of members to withdraw.*

Any member may withdraw from the Bank at any time by transmitting a notice in writing to the Bank at its principal office. Withdrawal shall become effective on the date such notice is received.

Section 2. *Suspension of membership.*

If a member fails to fulfil any of its obligations to the Bank, the Bank may suspend its membership by decision of a majority of the Governors, exercising a majority of the total voting power. The member so suspended shall automatically cease to be a member one year from the date of its suspension unless a decision is taken by the same majority to restore the member to good standing.

While under suspension, a member shall not be entitled to exercise any rights under this Agreement, except the right of withdrawal, but shall remain subject to all obligations.

Section 3. *Cessation of membership in International Monetary Fund.*

Any member which ceases to be a member of the International Monetary Fund shall automatically cease after three months to be a member of the Bank unless the Bank by three fourths of the total voting power has agreed to allow it to remain a member.

Section 4. *Settlement of accounts with governments ceasing to be members.*

(a) When a government ceases to be a member, it shall remain liable for its direct obligations to the Bank and for its contingent liabilities to the Bank so long as any part of the loans or guarantees contracted before it ceased to be a member are outstanding; but it shall cease to incur liabilities with respect to loans and guarantees entered into thereafter by the Bank and to share either in the income or the expenses of the Bank.

(b) At the time a government ceases to be a member, the Bank shall arrange for the repurchase of its shares as a part of the settlement of accounts with such government in accordance with the provisions of paragraphs (c) and (d) below. For this purpose the repurchase price of the shares shall be the value shown by the books of the Bank on the day the government ceases to be a member.

(c) The payment for shares repurchased by the Bank under this section shall be governed by the following conditions:

(i) Any amount due to the government for its share shall be withheld so long as the government, its central bank or any of its agencies remains liable, as borrower or guarantor, to the Bank and such amount may, at the option of the Bank, be applied on any such liability as it matures. No amount shall be withheld on account of the liability of the government resulting from its subscription for shares under Article II, Section 5 (ii). In any event, no amount due to a member for its shares shall be paid until six months after the date upon which the government ceases to be a member.

(ii) Payments for shares may be made from time to time, upon their surrender by the government, to the extent by which the amount due as the repurchase price in (b) above exceeds the aggregate of liabilities on loans and guarantees in (c) (i) above until the former member has received the full repurchase price.

(iii) Payments shall be made in the currency of the country receiving payment or at the option of the Bank in gold.

(iv) If losses are sustained by the Bank on any guarantees, participations in loans, or loans which were outstanding on the date when the government ceased to be a member, and the amount of such losses exceeds the amount of the reserve provided against losses on the date when the government ceased to be a member, such government shall be obligated to repay upon demand the amount by which the repurchase price of its shares would have been reduced, if the losses had been taken into account when the purchase price was determined. In addition, the former member government shall remain liable on any call for unpaid subscriptions under Article II, Section 5 (ii) to the extent that it would have been required to respond if the impairment of capital had occurred and the call had been made at the time the repurchase price of its shares was determined.

(d) If the Bank suspends permanently its operations under Section 5 (b) of this Article, within six months of the date upon which any government ceases to be a member, all rights of such government shall be determined by the provisions of Section 5 of this Article.

Section 5. Suspension of operations and settlement of obligations.

(a) In an emergency the Executive Directors may suspend temporarily operations in respect of new loans and guarantees pending an opportunity for further consideration and action by the Board of Governors.

(b) The Bank may suspend permanently its operations in respect of new loans and guarantees by vote of a majority of the Governors, exercising a majority of the total voting power. After such suspension of operations the Bank shall forthwith cease all activities, except those incident to the orderly realization, conservation, and preservation of its assets and settlement of its obligations.

(c) The liability of all members for uncalled subscriptions to the capital stock of the Bank and in respect of the depreciation of their own currencies shall continue until all claims of creditors, including all contingent claims, shall have been discharged.

(d) All creditors holding direct claims shall be paid out of the assets of the Bank, and then out of payments to the Bank on calls on unpaid subscriptions. Before making any payments to creditors holding direct claims, the Executive Directors shall make such arrangements as are necessary, in their judgment, to insure a distribution to holders of contingent claims ratably with creditors holding direct claims.

(e) No distribution shall be made to members on account of their subscriptions to the capital stock of the Bank until

(i) all liabilities to creditors have been discharged or provided for, and

(ii) a majority of the Governors, exercising a majority of the total voting power, have decided to make a distribution.

(f) After a decision to make a distribution has been taken under (e) above, the Executive Directors may by a two-thirds majority vote make successive distributions of the assets of the Bank to members until all of the assets have been distributed. This distribution shall be subject to the prior settlement of all outstanding claims of the Bank against each member.

(g) Before any distribution of assets is made, the Executive Directors shall fix the proportionate share of each member according to the ratio of its shareholding to the total outstanding shares of the Bank.

(h) The Executive Directors shall value the assets to be distributed as at the date of distribution and then proceed to distribute in the following manner:

(i) There shall be paid to each member in its own obligations or those of its official agencies or legal entities within its territories, in so far as they are available for distribution, an amount equivalent in value to its proportionate share of the total amount to be distributed.

(ii) Any balance due to a member after payment has been made under (i) above shall be paid, in its own currency, in so far as it is held by the Bank, up to an amount equivalent in value to such balance.

(iii) Any balance due to a member after payment has been made under (i) and (ii) above shall be paid, in gold or currency acceptable to the member, in so far as they are held by the Bank, up to an amount equivalent in value to such balance.

(iv) Any remaining assets held by the Bank after payments have been made to members under (i), (ii), and (iii) above shall be distributed *pro rata* among the members.

(i) Any member receiving assets distributed by the Bank in accordance with (h) above, shall enjoy the same rights with respect to such assets as the Bank enjoyed prior to their distribution.

ARTICLE VII—STATUS, IMMUNITIES AND PRIVILEGES

Section 1. *Purposes of Article.*

To enable the Bank to fulfil the functions with which it is entrusted, the status, immunities and privileges set forth in this Article shall be accorded to the Bank in the territories of each member.

Section 2. *Status of the Bank.*

The Bank shall possess full juridical personality, and, in particular, the capacity:

- (i) to contract;
- (ii) to acquire and dispose of immovable and movable property;
- (iii) to institute legal proceedings.

Section 3. *Position of the Bank with regard to judicial process.*

Actions may be brought against the Bank only in a court of competent jurisdiction in the territories of a member in which the Bank has an office, has appointed an agent for the purpose of accepting service or notice of process, or has issued or guaranteed securities. No actions shall, however, be brought by members or persons acting for or deriving claims from members. The property and assets of the Bank shall, wheresoever located and by whomsoever held, be immune from all forms of seizure, attachment or execution before the delivery of final judgment against the Bank.

Section 4. *Immunity of assets from seizure.*

Property and assets of the Bank, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of seizure by executive or legislative action.

Section 5. *Immunity of archives.*

The archives of the Bank shall be inviolable.

Section 6. *Freedom of assets from restrictions.*

To the extent necessary to carry out the operations provided for in this Agreement and subject to the provisions of this Agreement, all property and assets of the Bank shall be free from restrictions, regulations, controls and moratoria of any nature.

Section 7. *Privilege for communications.*

The official communications of the Bank shall be accorded by each member the same treatment that it accords to the official communications of other members.

Section 8. *Immunities and privileges of officers and employees.*

All governors, executive directors, alternates, officers and employees of the Bank

(i) shall be immune from legal process with respect to acts performed by them in their official capacity except when the Bank waives this immunity;

(ii) not being local nationals, shall be accorded the same immunities from immigration restrictions, alien registration requirements and national service obligations and the same facilities as regards exchange restrictions as are accorded by members to the representatives, officials, and employees of comparable rank of other members;

(iii) shall be granted the same treatment in respect of travelling facilities as is accorded by members to representatives, officials and employees of comparable rank of other members.

Section 9. *Immunities from taxation.*

(a) The Bank, its assets, property, income and its operations and transactions authorized by this Agreement, shall be immune from all taxation and from all customs duties. The Bank shall also be immune from liability for the collection or payment of any tax or duty.

(b) No tax shall be levied on or in respect of salaries and emoluments paid by the Bank to executive directors, alternates, officials or employees of the Bank who are not local citizens, local subjects, or other local nationals.

(c) No taxation of any kind shall be levied on any obligation or security issued by the Bank (including any dividend or interest thereon) by whomsoever held—

(i) which discriminates against such obligation or security solely because it is issued by the Bank; or

(ii) if the sole jurisdictional basis for such taxation is the place or currency in which it is issued, made payable or paid, or the location of any office or place of business maintained by the Bank.

(d) No taxation of any kind shall be levied on any obligation or security guaranteed by the Bank (including any dividend or interest thereon) by whomsoever held—

(i) which discriminates against such obligation or security solely because it is guaranteed by the Bank; or

(ii) if the sole jurisdictional basis for such taxation is the location of any office or place of business maintained by the Bank.

Section 10. *Application of Article.*

Each member shall take such action as is necessary in its own territories for the purpose of making effective in terms of its own law the principles set forth in this Article and shall inform the Bank of the detailed action which it has taken.

ARTICLE VIII—AMENDMENTS

(a) Any proposal to introduce modifications in this Agreement, whether emanating from a member, a Governor or the Executive Directors, shall be communicated to the Chairman of the Board of Governors who shall bring the proposal before the Board. If the proposed amendment is approved by the Board the Bank shall, by circular letter or telegram, ask all members whether they accept the proposed amendment. When three-fifths of the members, having four-fifths of the total voting power, have accepted the proposed amendment, the Bank shall certify the fact by a formal communication addressed to all members.

(b) Notwithstanding (a) above, acceptance by all members is required in the case of any amendment modifying (i) the right to withdraw from the Bank provided in Article VI, Section 1; (ii) the right secured by Article II, Section 3 (c); (iii) the limitation on liability provided in Article II, Section 6.

(c) Amendments shall enter into force for all members three months after the date of the formal communication unless a shorter period is specified in the circular letter or telegram.

ARTICLE IX—INTERPRETATION

(a) Any question of interpretation of the provisions of this Agreement arising between any member and the Bank or between any members of the Bank shall be submitted to the Executive Directors for their decision. If the question particularly affects any member not entitled to appoint an Executive Director, it shall be entitled to representation in accordance with Article V, Section 4 (h).

(b) In any case where the Executive Directors have given a decision under (a) above, any member may require that the question be referred to the Board of Governors, whose decision shall be final. Pending the result of the reference to the Board, the Bank may so far as it deems necessary, act on the basis of the decision of the Executive Directors.

(c) Whenever a disagreement arises between the Bank and a country which has ceased to be a member, or between the Bank and any member during the permanent suspension of the Bank, such disagreement shall be submitted to arbitration by a tribunal of three arbitrators, one appointed by the Bank, another by the country involved and an umpire who, unless the parties otherwise agree, shall be appointed by the President of the Permanent Court of International Justice or such other authority as may have been prescribed by regulation adopted by the Bank. The umpire shall have full power to settle all questions of procedure in any case where the parties are in disagreement with respect thereto.

ARTICLE X—APPROVAL DEEMED GIVEN

Whenever the approval of any member is required before any act may be done by the Bank, except in Article VIII, approval shall be deemed to have been given unless the member presents an objection within such reasonable period as the Bank may fix in notifying the member of the proposed act.

ARTICLE XI—FINAL PROVISIONS

Section 1. *Entry into force.*

This Agreement shall enter into force when it has been signed on behalf of governments whose minimum subscriptions comprise not less than 65 per cent of the total subscriptions set forth in Schedule A and when the instruments referred to in Section 2 (a) of this Article have been deposited on their behalf, but in no event shall this Agreement enter into force before May 1, 1945.

Section 2. *Signature.*

(a) Each government on whose behalf this Agreement is signed shall deposit with the Government of the United States of America an instrument setting forth that it has accepted this Agreement in accordance with its law and has taken all steps necessary to enable it to carry out all of its obligations under this Agreement.

(b) Each government shall become a member of the Bank as from the date of the deposit on its behalf of the instrument referred to in (a) above, except that no government shall become a member before this Agreement enters into force under Section 1 of this Article.

(c) The Government of the United States of America shall inform the governments of all countries whose names are set forth in Schedule A, and all governments whose membership is approved in accordance with Article II, Section 1 (b), of all signatures of this Agreement and of the deposit of all instruments referred to in (a) above.

(d) At the time this Agreement is signed on its behalf, each government shall transmit to the Government of the United States of America one one-hundredth of one per cent of the price of each share in gold or United States dollars for the purpose of meeting administrative expenses of the Bank. This payment shall be credited on account of the payment to be made in accordance with Article II, Section 8 (a). The Government of the United States of America shall hold such funds in a special deposit account and shall transmit them to the Board of Governors of the Bank when the initial meeting has been called under Section 3 of this Article. If this Agreement has not come into force by December 31, 1945, the Government of the United States of America shall return such funds to the governments that transmitted them.

(e) This Agreement shall remain open for signature at Washington on behalf of the governments of the countries whose names are set forth in Schedule A until December 31, 1945.

(f) After December 31, 1945, this Agreement shall be open for signature on behalf of the government of any country whose membership has been approved in accordance with Article II, Section 1 (b).

(g) By their signature of this Agreement, all governments accept it both on their own behalf and in respect of all their colonies, overseas territories, all territories under their protection, suzerainty, or authority and all territories in respect of which they exercise a mandate.

(h) In the case of governments whose metropolitan territories have been under enemy occupation, the deposit of the instrument referred to in (a) above may be delayed until one hundred and eighty days after the date on which these territories have been liberated. If, however, it is not deposited by any such government before the expiration of this period, the signature affixed on behalf of that government shall become void and the portion of its subscription paid under (d) above shall be returned to it.

(i) Paragraphs (d) and (h) shall come into force with regard to each signatory government as from the date of its signature.

Section 3. *Inauguration of the Bank.*

(a) As soon as this Agreement enters into force under Section 1 of this Article, each member shall appoint a governor and the member to whom the largest number of shares is allocated in Schedule A shall call the first meeting of the Board of Governors.

(b) At the first meeting of the Board of Governors, arrangements shall be made for the selection of provisional Executive Directors. The governments of the five countries, to which the largest number of shares are allocated in Schedule A, shall appoint provisional Executive Directors. If one or more of such governments have not become members, the executive directorships which they would be entitled to fill shall remain vacant until they become members, or until January 1, 1946, whichever is the earlier. Seven provisional Executive Directors shall be elected in accordance with the provision of Schedule B and shall remain in office until the date of the first regular election of Executive Directors which shall be held as soon as practicable after January 1, 1946.

(c) The Board of Governors may delegate to the provisional Executive Directors any powers except those which may not be delegated to the Executive Directors.

(d) The Bank shall notify members when it is ready to commence operations.

DONE at Washington, in a single copy which shall remain deposited in the archives of the Government of the United States of America which shall transmit certified copies to all governments whose names are set forth in Schedule A and to all governments whose membership is approved in accordance with Article II, Section 1 (b).

(Here follow the signatures of the plenipotentiaries of all countries represented at the Conference, with the exception of that of Australia, El Salvador, Haiti, Liberia, New Zealand, Nicaragua, Panama, the Union of Soviet Socialist Republics and Venezuela.)

SCHEDULE A

Subscriptions	(millions of dollars)
Australia	200
Belgium	225
Bolivia	7
Brazil	105
Canada	325
Chile	35
China	600
Colombia	35
Costa Rica	2
Cuba	35
Czechoslovakia	125
*Denmark	—
Dominican Republic	2
Ecuador	3.2
Egypt	40
El Salvador	1
Ethiopia	3
France	450
Greece	25
Guatemala	2
Haiti	2
Honduras	1
Iceland	1
India	400
Iran	24
Iraq	6
Liberia .....	.5
Luxembourg	10
Mexico	65
Netherlands	275
New Zealand	50
Nicaragua .....	.8
Norway	50
Panama .....	.2
Paraguay .....	.8
Peru	17.5
Philippine Commonwealth	15
Poland	125
Union of South Africa	100
Union of Soviet Socialist Republics	1,200
United Kingdom	1,300
United States	3,175
Uruguay	10.5
Venezuela	10.5
Yugoslavia	40
Total	9,100

*The quota of Denmark shall be determined by the Bank after Denmark accepts membership in accordance with these Articles of Agreement.

SCHEDULE B

ELECTION OF EXECUTIVE DIRECTORS

1. The election of the elective Executive Directors shall be by ballot of the Governors eligible to vote under Article V, Section 4 (b).

2. In balloting for the elective Executive Directors, each Governor eligible to vote shall cast for one person all of the votes to which the member appointing him is entitled under Section 3 of Article V. The seven persons receiving the greatest number of votes shall be Executive Directors, except that no person who receives less than fourteen per cent of the total of the votes which can be cast (eligible votes) shall be considered elected.

3. When seven persons are not elected on the first ballot, a second ballot shall be held in which the person who received the lowest number of votes shall be ineligible for election and in which there shall vote only (a) those Governors who voted in the first ballot for a person not elected and (b) those Governors whose votes for a person elected are deemed under 4 below to have raised the votes cast for that person above fifteen per cent of the eligible votes.

4. In determining whether the votes cast by a Governor are to be deemed to have raised the total of any person above fifteen per cent of the eligible votes, the fifteen per cent shall be deemed to include, first, the votes of the Governor casting the largest number of votes for such person, then the votes of the Governor casting the next largest number, and so on until fifteen per cent is reached.

5. Any Governor, part of whose votes must be counted in order to raise the total of any person above fourteen per cent, shall be considered as casting all of his votes for such person even if the total votes for such person thereby exceed fifteen per cent.

6. If, after the second ballot, seven persons have not been elected, further ballots shall be held on the same principles until seven persons have been elected, provided that after six persons are elected, the seventh may be elected by a simple majority of the remaining votes and shall be deemed to have been elected by all such votes.

LIST OF ARTICLES AND SECTIONS

	PAGE
Introductory Article	47
I. Purposes	47
II. Membership in and Capital of the Bank	47
1. Membership	47
2. Authorized capital	47
3. Subscription of shares	48
4. Issue price of shares	48
5. Division and calls of subscribed capital	48
6. Limitation on liability	48
7. Method of payment of subscriptions for shares	48
8. Time of payment of subscriptions	49
9. Maintenance of value of certain currency holdings of the Bank...	49
10. Restriction on disposal of shares	49
III. General Provisions Relating to Loans and Guarantees	49
1. Use of resources	49
2. Dealings between members and the Bank	50
3. Limitations on guarantees and borrowings of the Bank	50
4. Conditions on which the Bank may guarantee or make loans....	50
5. Use of loans guaranteed, participated in or made by the Bank ...	50
IV. Operations	51
1. Methods of making or facilitating loans	51
2. Availability and transferability of currencies	51
3. Provision of currencies for direct loans	52
4. Payment provisions for direct loans ..	52
5. Guarantees	53
6. Special reserve	53
7. Methods of meeting liabilities of the Bank in case of defaults	53
8. Miscellaneous operations	54
9. Warning to be placed on securities	54
10. Political activity prohibited	54
V. Organization and Management	55
1. Structure of the Bank	55
2. Board of Governors	55
3. Voting	55
4. Executive Directors	56
5. President and staff	56
6. Advisory Council	57
7. Loan Committees	57
8. Relationship to other international organizations	57
9. Location of offices	57
10. Regional offices and councils	57
11. Depositories	58
12. Form of holdings of currency	58
13. Publication of reports and provisions of information	58
14. Allocation of net income	58
VI. Withdrawal and suspension of membership: Suspension of Operations ..	59
1. Right of members to withdraw	59
2. Suspension of membership	59
3. Cessation of membership in International Monetary Fund	59
4. Settlement of accounts with governments ceasing to be members .	59
5. Suspension of operations and settlement of obligations	60
VII. Status, Immunities and Privileges	61
1. Purposes of Article	61
2. Status of the Bank	61
3. Position of the Bank with regard to judicial process	61
4. Immunity of assets from seizure	61
5. Immunity of archives	61
6. Freedom of assets from restrictions	61
7. Privilege for communications	61
8. Immunities and privileges of officers and employees	62
9. Immunities from taxation	62
10. Application of Article	62

VIII. Amendments	62
IX. Interpretation	63
X. Approval deemed given	63
XI. Final Provisions	63
1. Entry into force	63
2. Signature	63
3. Inauguration of the Bank	64

SCHEDULES—

Schedule A. Subscriptions	66
Schedule B. Election of Executive Directors	67

ANNEX C

SUMMARY OF AGREEMENTS OF BRETTON WOODS CONFERENCE

This Conference at Bretton Woods, representing nearly all the peoples of the world, has considered matters of international money and finance which are important for peace and prosperity. The Conference has agreed on the problems needing attention, the measures which should be taken, and the forms of international co-operation or organization which are required. The agreement reached on these large and complex matters is without precedent in the history of international economic relations.

I. *The International Monetary Fund*

Since foreign trade affects the standard of life of every people, all countries have a vital interest in the system of exchange of national currencies and the regulations and conditions which govern its working. Because these monetary transactions are international exchanges, the nations must agree on the basic rules which govern the exchanges if the system is to work smoothly. When they do not agree, and when single nations and small groups of nations attempt by special and different regulations of the foreign exchanges to gain trade advantages, the result is instability, a reduced volume of foreign trade, and damage to national economies. This course of action is likely to lead to economic warfare and to endanger the world's peace.

The Conference has therefore agreed that broad international action is necessary to maintain an international monetary system which will promote foreign trade. The nations should consult and agree on international monetary changes which affect each other. They should outlaw practices which are agreed to be harmful to world prosperity, and they should assist each other to overcome short-term exchange difficulties.

The Conference has agreed that the nations here represented should establish for these purposes a permanent international body, *The International Monetary Fund*, with powers and resources adequate to perform the tasks assigned to it. Agreement has been reached concerning these powers and resources and the additional obligations which the member countries should undertake. Draft Articles of Agreement on these points have been prepared.

II. *The International Bank for Reconstruction and Development*

It is in the interest of all nations that post-war reconstruction should be rapid. Likewise, the development of the resources of particular regions is in the general economic interest. Programs of reconstruction and development will speed economic progress everywhere, will aid political stability and foster peace.

The Conference has agreed that expanded international investment is essential to provide a portion of the capital necessary for reconstruction and development.

The Conference has further agreed that the nations should co-operate to increase the volume of foreign investment for these purposes, made through normal business channels. It is especially important that the nations should co-operate to share the risks of such foreign investment, since the benefits are general.

The Conference has agreed that the nations should establish a permanent international body to perform these functions, to be called *The International Bank for Reconstruction and Development*. It has been agreed that the Bank should assist in providing capital through normal channels at reasonable rates of interest and for long periods for projects which will raise the productivity of the borrowing country. There is agreement that the Bank should guarantee loans made by others and that through their subscriptions of capital all countries should share with the borrowing country in guaranteeing such loans. The Conference has agreed on the powers and resources which the Bank must have and on the obligations which the member countries must assume, and has prepared draft Articles of Agreement accordingly.

The Conference has recommended that in carrying out the policies of the institutions here proposed special consideration should be given to the needs of countries which have suffered from enemy occupation and hostilities.

The proposals formulated at the Conference for the establishment of the Fund and the Bank are now submitted, in accordance with the terms of the invitation, for consideration of the governments and people of the countries represented.

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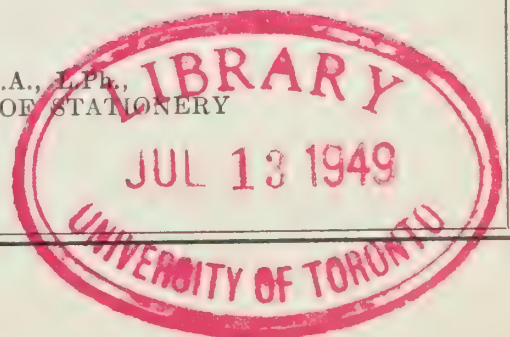
FINLAND

Signed at Moscow, September 19, 1944

AND RELATED DOCUMENTS



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EDMOND CLOUTIER, C.M.G., B.A., L.P.E.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1949



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FINLAND

Signed at Moscow, September 19, 1944

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OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
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1949

SUMMARY

	PAGE
I. Armistice Agreement with Finland	3
Annexes	7
II. Protocol to the Armistice Agreement, signed by the United Kingdom and the Soviet Union	12
III. Protocol to the Armistice Agreement concerning the <i>Oblast</i> of Petsamo, signed by the United Kingdom, Canada and the Soviet Union	13

ARMISTICE WITH FINLAND AND RELATED DOCUMENTS

Signed at Moscow, September 19, 1944

I

ARMISTICE AGREEMENT

Whereas the Finnish Government has accepted the preliminary condition of the Soviet Government regarding a break with Germany and the removal of German troops from Finland, and whereas the conclusion of a future treaty of peace will be facilitated by the inclusion in an Armistice Agreement of certain conditions of this peace treaty, His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland and the Government of the Union of Soviet Socialist Republics, acting on behalf of all the United Nations at war with Finland⁽¹⁾, on the one hand, and the Government of Finland, on the other hand, have decided to conclude the present agreement for an armistice, the execution of which will be controlled by the Soviet High Command similarly, acting on behalf of the United Nations at war with Finland, hereinafter named the Allied (Soviet) High Command.

On the basis of the foregoing the representative of the Allied (Soviet) High Command, Colonel-General A. A. Carl Enckell, Minister for Foreign Affairs, General Rudolf Walden, Minister of Defence, General Erik Heinrichs, Chief of General Staff, and Lieutenant-General Oscar Enckell, duly authorized thereto, have signed the following conditions:

ARTICLE 1

In connection with the cessation of military activities on the part of Finland on the 4th September, 1944, and on the part of the Soviet Union on the 5th September, 1944, Finland undertakes to withdraw her troops behind the line of the Soviet-Finnish frontier of 1940 in accordance with the procedure laid down in the Annex attached to the present Agreement. (See Annex to Article 1.)

ARTICLE 2

Finland undertakes to disarm the German land, naval and air armed forces which have remained in Finland since the 15th September, 1944, and to hand over their personnel to the Allied (Soviet) High Command as prisoners of war, in which task the Soviet Government will assist the Finnish army. (See Annex to Article 2.)

The Finnish Government also accepts the obligation to intern German and Hungarian nationals in Finnish territory.

ARTICLE 3

Finland undertakes to make available at the request of the Allied (Soviet) High Command the aerodromes on the southern and southwestern coast of Finland with all equipment to serve as bases for Soviet aircraft during the period necessary for air operations against German forces in Estonia and against the German navy in the northern part of the Baltic Sea. (See Annex to Article 3.)

⁽¹⁾ By Proclamation issued at Ottawa on December 7, 1941, it was declared that a state of war with Finland existed as and from December 7, 1941.

ARTICLE 4

Finland undertakes to place her army on a peace footing within two and a half months from the day of signing of the present Agreement. (See Annex to Article 4.)

ARTICLE 5

Finland having broken off all relations with Germany, also undertakes to break off all relations with Germany's satellite States. (See Annex to Article 5.)

ARTICLE 6

The effect of the Peace Treaty between the Soviet Union and Finland, concluded in Moscow on the 12th March, 1940, is restored subject to the changes which follow from the present Agreement.

ARTICLE 7

Finland returns to the Soviet Union the *oblast* of Petsamo (Pechenga), voluntarily ceded to Finland by the Soviet State in accordance with the Peace Treaties of the 14th October, 1920, and the 12th March, 1940, within the boundary indicated in the Annex and on the map(1) attached to the present Agreement. (See Annex to Article 7 and map to scale 1:500,000.)

ARTICLE 8

The Soviet Union renounces its rights to the lease of the Peninsula of Hangö, accorded to it by the Soviet-Finnish Peace Treaty of the 12th March, 1940, and Finland for her part undertakes to make available to the Soviet Union on lease territory and waters for the establishment of a Soviet naval base in the area of Porkkala-Udd.

The boundaries of the land and water area of the base at Porkkala-Udd are defined in the Annex to the present article and indicated on the map(1). (See Annex to Article 8 and map to scale 1:100,000.)

ARTICLE 9

The effect of the Agreement concerning the Aaland Islands, concluded between the Soviet Union and Finland on the 11th October, 1940, is completely restored.

ARTICLE 10

Finland undertakes immediately to transfer to the Allied (Soviet) High Command to be returned to their homeland all Soviet and Allied prisoners of war now in her power and also Soviet and Allied nationals who have been interned in or deported by force to Finland.

From the moment of the signing of the present Agreement and up to the time of repatriation, Finland undertakes to provide at her cost for all Soviet and Allied prisoners of war and also nationals who have been deported by force or interned, adequate food, clothing and medical service in accordance with hygienic requirements, and also with means of transport for their return to their homeland.

At the same time Finnish prisoners of war and interned persons now located on the territory of Allied States will be transferred to Finland.

ARTICLE 11

Losses caused by Finland to the Soviet Union by military operations and the occupation of Soviet territory will be indemnified by Finland to the Soviet

(1) Not reproduced.

Union to the amount of three hundred million dollars payable over six years in commodities (timber products, paper, cellulose, seagoing and river craft, sundry machinery).

Provision will also be made for the indemnification in the future by Finland of the losses caused during the war to the property of the other Allied States and their nationals in Finland, the amount of the compensation to be fixed separately. (See Annex to Article 11.)

ARTICLE 12

Finland undertakes to restore all legal rights and interests of the United Nations and their nationals located on Finnish territory as they existed before the war and to return their property in complete good order.

ARTICLE 13

Finland undertakes to collaborate with the Allied Powers in the apprehension of persons accused of war crimes and in their trial.

ARTICLE 14

Finland undertakes within the periods fixed by the Allied (Soviet) High Command to return to the Soviet Union in complete good order all valuables and materials removed from Soviet territory to Finland during the war belonging to State, public and co-operative organizations, factories, institutions or individual citizens, such as: equipment for factories and works, locomotives, railway carriages, ships, tractors, motor vehicles, historical monuments, valuables from museums and all other property.

ARTICLE 15

Finland undertakes to transfer as booty to the disposition of the Allied (Soviet) High Command all war material of Germany and her satellites located on Finnish territory, including naval and other ships belonging to these countries in Finnish waters.

ARTICLE 16

Finland undertakes not to permit the export or expropriation of any form of property (including valuables and currency) belonging to Germany or Hungary or to their nationals or to persons resident in their territories or in the territories occupied by them without the permission of the Allied (Soviet) High Command.

ARTICLE 17

Finnish merchant ships other than those already under Allied control shall be placed under the control of the Allied (Soviet) High Command for their use in the general interests of the Allies.

ARTICLE 18

Finland undertakes to transfer to the Allied (Soviet) High Command all ships in Finnish ports belonging to the United Nations, no matter at whose disposal these vessels may be, for the use of the Allied (Soviet) High Command for the duration of the war against Germany in the general interests of the Allies, these vessels subsequently to be returned to their owners.

ARTICLE 19

Finland will make available such materials and products as may be required by the United Nations for purposes connected with the war.

ARTICLE 20

Finland undertakes immediately to release all persons, irrespective of citizenship or nationality, held in prison on account of their activities in favour of the United Nations or because of their sympathies with the cause of the United Nations, or in view of their racial origin, and will also remove all discriminatory legislation and disabilities arising therefrom.

ARTICLE 21

Finland undertakes immediately to dissolve all pro-Hitler organizations (of a Fascist type) situated on Finnish territory, whether political, military or para-military, as well as other organizations conducting propaganda hostile to the United Nations, in particular to the Soviet Union, and will not in future permit the existence of organizations of that nature.

ARTICLE 22

An Allied Control Commission will be established which until the conclusion of peace with Finland will undertake the regulation and control of the execution of the present Agreement under the general direction and instructions of the Allied (Soviet) High Command, acting on behalf of the Allied Powers. (See Annex to Article 22.)

ARTICLE 23

The present Agreement comes into force as from the moment of signature.

DONE in Moscow the nineteenth day of September, 1944, in one copy which will be entrusted to the safekeeping of the Government of the Union of Soviet Socialist Republics, in the Russian, English and Finnish languages, the Russian and English texts being authentic.

Certified copies of the present Agreement, with Annexes and maps, will be transmitted by the Government of the Union of Soviet Socialist Republics to each of the other Governments on whose behalf the present Agreement is being signed.

*For the Governments of the Union
of Soviet Socialist Republics and
the United Kingdom:*

A. ZHDANOV

For the Government of Finland:

C. ENCKELL
R. WALDEN
E. HEINRICHS
O. ENCKELL

ANNEXES TO THE ARMISTICE AGREEMENT

A.—ANNEX TO ARTICLE 1

The procedure for the withdrawal of Finnish troops behind the line of the State frontier between the U.S.S.R. and Finland laid down in the Peace Treaty of the 12th March, 1940, subject to the modifications arising from the Armistice Agreement signed on the 19th September, 1944, on all sectors occupied by Finnish troops, shall be as follows:

1. In the course of the first day as from the moment of signing of the Armistice Agreement, Finnish troops shall be withdrawn to such a distance that there shall be a gap of not less than one kilometre between the forward units of the Red Army and the Finnish troops.

2. Within forty-eight hours (two days), counted as from the same moment, the Finnish troops shall make passages through their mines, barbed wire, and other defences to a width of not less than thirty metres in order thereby to make possible the free movement of battalion columns with their transport, and shall also enclose the remaining mine-fields within clearly visible marks.

The above-mentioned passages in the defences and the enclosure of mine-fields shall be made throughout the whole territory from which Finnish troops are withdrawn.

The clearance of passages by Finnish troops shall be made on all roads or paths which may serve for movement both in the neutral belt of one kilometre and also throughout the whole depth of the defences.

Towards the end of the second day the Command of the Finnish troops shall hand over to the appropriate Red Army Command exact plans of all types of defences with an indication on these plans of the passages made and to be made by the Finnish troops and also of the enclosures of all mine-fields.

3. The Finnish Command shall hand over within a period of five days to the Command of the Red Army and Navy the charts, forms and descriptive maps at its disposal with legends for all mine-fields and other defences on land, in rivers, and lakes and in the Baltic and Barents Seas together with data about the courses and channels to be recommended and the rules for navigation along them.

4. The complete removal of mines, barbed wire and other defences throughout the territory from the line occupied by the advanced Finnish units to the line of the State frontier, and also the sweeping and removal of all defences from the channels on the approaches to Soviet territories, shall be made by the Finnish land and naval forces in the shortest possible time and in not more than forty days from the moment of the signing of the Armistice Agreement.

5. The withdrawal of Finnish troops behind the State frontier and the advance of the troops of the Red Army up to it shall begin as from 9.00 a.m. on the 21st September, 1944, simultaneously along the whole length of the front.

The withdrawal of Finnish troops shall be carried out in daily marches of not less than 15 kilometres a day and the advance of the troops of the Red Army shall take place in such a manner that there shall be a distance of 15 kilometres between the rear units of the Finnish troops and the advanced units of the Red Army.

6. In accordance with paragraph 5 the following limits are set for the withdrawal of Finnish troops on individual sectors behind the line of the State frontier:

On the sector Vuokinsalmi, Riahimjaki, the 1st October.

On the sector Riahimjaki, River Koita-Joki, the 3rd October.

On the sector River Koita-Joki, Korpiselka, the 24th September.

On the sector Korpiselka, Lake Puha-Jarvi, the 28th September.

On the sector Puha-Jarvi, Koitsanlahti, the 26th September.

On the sector Koitsanlahti, Station Enso, the 28th September.

On the sector Station Enso, Virolahti, the 24th September.

The retreating Finnish troops shall take with them only such reserves of munitions, food, fodder and fuel and lubricants as they can carry and transport with them. All other stores shall be left on the spot and shall be handed over to the Command of the Red Army.

7. The Finnish Military Command shall hand over on the territories which are being returned or ceded to the Soviet Union in complete good order and repair all inhabited points, means of communication, defence and economic structures including: bridges, dams, aerodromes, barracks, warehouses, railways junctions, station buildings, industrial enterprises, hydro-technical buildings, ports and wharves, telegraph offices, telephone exchanges, electric power stations, lines of communication and electric power lines.

The Finnish Military Command shall give instructions for the timely de-mining of all the installations enumerated above which are to be handed over.

8. When the Finnish troops are being withdrawn behind the line of the State frontier the Government of Finland shall guarantee the personal inviolability and the preservation of the dwelling places of the population of the territory to be abandoned by the Finnish troops together with the preservation of all the property belonging to this population and of the property of public, co-operative, cultural-social services and other organizations.

9. All questions which may arise in connection with the transfer by the Finnish authorities of the installations enumerated in paragraph 7 of this Annex shall be settled on the spot by representatives of both sides, for which purpose special representatives for the period of the withdrawal of the troops shall be appointed by the Command to each basic route for the movements of the troops of both armies.

10. The advance of Soviet troops to the line of the State frontier on the sectors occupied by German troops shall be made in accordance with the instructions of the Command of the Soviet forces.

B.—ANNEX TO ARTICLE 2

1. The Finnish Military Command shall hand over to the Allied (Soviet) High Command within a period fixed by the latter all the information at its disposal regarding the German armed forces and the plans of the German Military Command for the development of military operations against the Union of Soviet Socialist Republics and the other United Nations and also the charts and maps and all operational documents relating to the military operations of the German armed forces.

2. The Finnish Government shall instruct its appropriate authorities regularly to supply the Allied (Soviet) High Command with meteorological information.

C.—ANNEX TO ARTICLE 3

1. In accordance with Article 3 of the Agreement the Allied (Soviet) High Command will indicate to the Finnish Military Command which aerodromes must be placed at the disposal of the Allied (Soviet) High Command and what equipment must remain on the aerodromes and equally will lay down the manner in which these aerodromes are to be used.

The Finnish Government shall enable the Soviet Union to make use of the railways, waterways, roads and air routes necessary for the transport of personnel and freight despatches from the Soviet Union to the areas where the above-mentioned aerodromes are situated.

2. Henceforth until the end of the war against Germany Allied naval vessels and merchant ships shall have the right to make use of the territorial waters, ports, wharves, and anchorages of Finland. The Finnish Government shall afford the necessary collaboration as regards material and technical services.

D.—ANNEX TO ARTICLE 4

1. In accordance with Article 4 of the Agreement the Finnish Military Command shall immediately make available to the Allied (Soviet) High Command full information regarding the composition, armament and location of all the land, sea and air forces of Finland and shall come to an agreement with the Allied (Soviet) High Command regarding the manner of placing the Finnish army on a peace footing within the period fixed by the Agreement.

2. All Finnish naval vessels, merchant ships and aircraft for the period of the war against Germany must be returned to their bases, ports and aerodromes and must not leave them without obtaining the requisite permission to do so from the Allied (Soviet) High Command.

E.—ANNEX TO ARTICLE 5

1. By the rupture, referred to in Article 5 of the Agreement, by Finland of all relations with Germany and her satellites is meant the rupture of all diplomatic, consular and other relations and also of postal, telegraphic and telephone communications between Finland and Germany and Hungary.

2. The Finnish Government undertakes in future until such time as the withdrawal of German troops from Finland is completed to discontinue postal diplomatic communications and also any radio-telegraphic or telegraphic cypher correspondence and telephone communications with foreign countries by diplomatic missions and consulates located in Finland.

F.—ANNEX TO ARTICLE 7

The line of the State frontier between the Union of Soviet Socialist Republics and Finland, in connection with the return by Finland to the Soviet Union of the *Oblast* of Petsamo (Pechenga), shall proceed as follows:

From the boundary post No. 859/90 (Korvatunturi), near the Lake Yauri-Yarvi, the line of the State frontier shall be fixed in a North-westerly direction along the former Russian-Finnish boundary by boundary posts Nos. 91, 92 and 93 to the boundary post No. 94, where formerly the frontiers of Russia, Norway and Finland met.

Thence the line of the frontier shall run in a general North-easterly direction along the former Russian-Norwegian State frontier to Varanger-Fjord (see the attached Russian map, (1) scale 1:500,000.)

(1) Not reproduced.

The line of the frontier, fixed from the boundary post No. 859/90 (Korvattunturi) to the boundary post No. 94, will be demarcated on the spot by a Soviet-Finnish Mixed Commission.

The Commission will establish boundary signs, will make a detailed description of this line and will enter it on a map of the scale of 1:25,000.

The Commission will begin its work on a date to be specified by the Soviet Military Command.

The description of the boundary line and the map of this line made by the above-mentioned Commission shall be confirmed by both Governments.

G.—ANNEX TO ARTICLE 8

1. The boundary line of the area of Porkkala-Udd leased by the Union of Soviet Socialist Republics from Finland shall begin at a point of which the map references are: latitude $59^{\circ} 50'$ North; longitude $24^{\circ} 07'$ East. Thence the boundary line shall proceed North along the meridian $24^{\circ} 07'$ to a point of which the map references are: latitude $60^{\circ} 06' 12''$ North; longitude $24^{\circ} 07'$ East. Thence the boundary line shall proceed along the line indicated in the map in a Northerly direction to a point of which the map references are: latitude $60^{\circ} 08' 6''$ North; longitude $24^{\circ} 07' 36''$ East.

Thence the boundary line shall proceed along the line indicated on the map in a general North-Easterly by Easterly direction to a point of which the map references are: latitude $60^{\circ} 10' 24''$ North; longitude $24^{\circ} 34' 6''$ East. Thence along the line indicated on the map along the bay of Espon-Lahti, and further East of the islands of Smuholmarna, Björken, Medvaste, Hegholm and Stur-Hamm-holm to a point of which the map references are: latitude $60^{\circ} 02' 54''$ North; longitude $24^{\circ} 37' 42''$ East, and thence the boundary line shall proceed South along the meridian $24^{\circ} 37' 42''$ to the other boundaries of Finnish territorial waters. (See the map, scale 1:100,000, attached to the present Agreement (1).)

The boundary line of the leased area of Porkkala-Udd will be demarcated on the spot by a Soviet-Finnish Mixed Commission. The Commission shall establish boundary marks and shall draw up a detailed description of this line and shall enter it upon a topographical map, scale 1:20,000, and a naval map, scale 1:50,000.

The Commission shall begin its work on a date to be specified by the Soviet Naval Command.

The description of the boundary line of the leased area of the map of that line prepared by the above-mentioned commission shall be confirmed by both Governments.

2. In accordance with Article 8 of the Agreement the territory and waters in the area of Porkkala-Udd shall be transferred by Finland to the Soviet Union within ten days from the moment of signature of the Armistice Agreement for the organization of a Soviet naval base on lease, to be used and controlled for a period of fifty years, the Soviet Union making an annual payment of five million Finnish marks.

3. The Finnish Government undertakes to enable the Soviet Union to make use of the railways, waterways, roads and air routes necessary for the transport of personnel and freight despatched from the Soviet Union to the naval base at Porkkala-Udd.

The Finnish Government shall grant to the Soviet Union the right of unimpeded use of all forms of communication between the U.S.S.R. and the territory leased in the area of Porkkala-Udd.

(1) Not reproduced.

H.—ANNEX TO ARTICLE 11

1. The precise nomenclature and varieties of commodities to be delivered by Finland to the Soviet Union in accordance with Article 11 of the Agreement and also the more precise periods for making these deliveries each year shall be defined in a special agreement between the two Governments.

As the basis for accounts regarding the payment of the indemnity foreseen in Article 11 of the Agreement the American dollar is to be used at its gold parity on the day of signature of the Agreement, i.e., thirty-five dollars to one ounce of gold.

I.—ANNEX TO ARTICLE 22

1. The Allied Control Commission is an organ of the Allied (Soviet) High Command, to which it is directly subordinated. The Control Commission will be the liaison link between the Allied (Soviet) High Command and the Finnish Government, through which Government the Commission will carry on all its relations with the Finnish authorities.

2. The chief task of the Control Commission is to see to the punctual and accurate fulfilment by the Finnish Government of Articles 2, 3, 4, 10, 12, 13, 14, 15, 16, 17, 18, 20 and 21 of the Armistice Agreement.

3. The Control Commission shall have the right to receive from the Finnish authorities all the information which it requires for the fulfilment of the above-mentioned task.

4. In the event of the discovery of any violation of the above-mentioned Articles of the Armistice Agreement the Control Commission shall make appropriate representations to the Finnish authorities in order that proper steps may be taken.

5. The Control Commission may establish special organs or sections, entrusting them respectively with the execution of various tasks.

Moreover, the Control Commission may through its officers make the necessary investigations and the collection of the information which it requires.

6. The Control Commission shall be established in Helsingfors.

7. The members of the Control Commission and equally its officers shall have the right to visit without let or hindrance any institution, enterprise or port and to receive there all the information necessary for their functions.

8. The Control Commission shall enjoy all diplomatic privileges, including inviolability of person, property and archives, and it shall have the right of communication by means of cypher and diplomatic courier.

9. The Control Commission shall have at its disposal a number of aircraft for the use of which the Finnish authorities shall grant all the necessary facilities.

II.

PROTOCOL TO THE ARMISTICE AGREEMENT WITH FINLAND, SIGNED BY THE UNION OF SOVIET SOCIALIST REPUBLICS AND THE UNITED KINGDOM

On the occasion of the signing of the Armistice Agreement with the Government of Finland, the Allied Governments signatory thereto are agreed that—

1. Paragraph 1 of Article 10 of the Armistice Agreement defines the obligations undertaken by the Finnish Government in regard to surrender to the Allied authorities of Allied prisoners of war and Allied nationals interned in or forcibly removed to Finland. Each Allied Government shall decide which of its nationals shall or shall not be repatriated.

2. The term "war material" used in Article 15 shall be deemed to include all material or equipment belonging to, used by or intended for use by, enemy military or para-military formations or members thereof.

3. The use by Allied (Soviet) High Command of Allied vessels handed back by the Government of Finland in accordance with Article 18 of the Armistice Agreement, and date of their return to their owners will be matter for discussion and settlement between the Government of the Soviet Union and Allied Governments concerned.

Done in Moscow on the 19th September in two copies, each in the English and Russian languages, both English and Russian texts being authentic.

For Government of United Kingdom:
ARCHIBALD CLARK KERR

For Government of the Soviet Union:
DEKANOZOV

III

PROTOCOL TO THE ARMISTICE AGREEMENT WITH FINLAND CONCERNING THE *OBLAST* OF PETSAMO, SIGNED BY THE UNITED KINGDOM, CANADA AND THE SOVIET UNION

On the occasion of the signing of the Armistice Agreement with the Government of Finland, the Government of the United Kingdom of Great Britain and Northern Ireland, the Government of Canada and the Government of the Union of Soviet Socialist Republics are agreed that—

In connexion with the return by Finland to the Soviet Union of the former Soviet territory of the *Oblast* of Petsamo (Pechenga) and the consequent transfer to ownership of the Soviet Union of nickel mines (including all property and installations appertaining thereto) operated in the said territory for the benefit of the Mond Nickel Company and the International Nickel Company of Canada, the Soviet Government will pay to the Government of Canada during the course of six years from the date of the signing of the present Protocol, in equal instalments, the sum of 20 million United States dollars as full and final compensation of the above-mentioned companies. For the purpose of this payment United States dollars will be reckoned at the value of 35 dollars to one ounce of gold.

Done in Moscow on the 8th October, 1944, in three copies, each in the English and Russian languages, both the English and Russian texts being authentic.

*For the Government of the United
Kingdom:*

ARCHIBALD CLARK KERR

For the Government of Canada:
L. D. WILGRESS

*For the Government of the Union of
Soviet Socialist Republics:*
V. G. DEKANOZOV

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CANADA

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No. 39

ARMISTICE AGREEMENT

WITH

BULGARIA

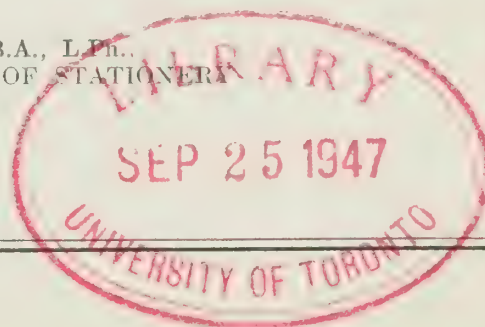
Signed at Moscow, October 28, 1944

(With a Protocol to the Armistice)



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ARMISTICE AGREEMENT

WITH

BULGARIA

Signed at Moscow, October 28, 1944

(With a Protocol to the Armistice)



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SUMMARY

	PAGE
I. Armistice Agreement with Bulgaria.....	3
II. Protocol to the Armistice Agreement.....	6

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA, THE UNION OF SOVIET SOCIALIST REPUBLICS AND THE UNITED KINGDOM, ON THE ONE HAND, AND THE GOVERNMENT OF BULGARIA ON THE OTHER HAND, CONCERNING AN ARMISTICE.

I

ARMISTICE AGREEMENT

Signed at Moscow, October 28, 1944

The Government of Bulgaria accepts the armistice terms presented by the Governments of the United States of America, the Union of Soviet Socialist Republics and the United Kingdom, acting on behalf of all the United Nations at war with Bulgaria.

Accordingly, the representative of the Supreme Allied Commander in the Mediterranean, Lieutenant-General Sir James Gammell, and the representative of the Soviet High Command, Marshall of the Soviet Union F. I. Tolbukhin, duly authorized thereto by the Governments of the United States of America, the Union of Soviet Socialist Republics and the United Kingdom, acting on behalf of all the United Nations at war with Bulgaria, on the one hand, and representatives of the Government of Bulgaria, Mr. P. Stainov, Minister of Foreign Affairs, Mr. D. Terpeshev, Minister without Portfolio, Mr. N. Petkov, Minister without Portfolio, and Mr. P. Stoyanov, Minister of Finance, furnished with due powers, on the other hand, have signed the following terms:

1. (a) Bulgaria, having ceased hostilities with the U.S.S.R. on September 9, and severed relations with Germany on September 6 and with Hungary on September 26, has ceased hostilities against all the other United Nations.

(b) The Government of Bulgaria undertakes to disarm the German armed forces in Bulgaria and to hand them over as prisoners of war.

The Government of Bulgaria also undertakes to intern nationals of Germany and her satellites.

(c) The Government of Bulgaria undertakes to maintain and make available such land, sea and air forces as may be specified for service under the general direction of the Allied (Soviet) High Command. Such forces must not be used on Allied territory except with the prior consent of the Allied Government concerned.

(d) On the conclusion of hostilities against Germany, the Bulgarian armed forces must be demobilized and put on a peace footing under the supervision of the Allied Control Commission.

2. Bulgarian armed forces and officials must be withdrawn within the specified time limit from the territory of Greece and Yugoslavia in accordance with the pre-condition accepted by the Government of Bulgaria on October 11; the Bulgarian authorities must immediately take steps to withdraw from Greek and Yugoslav territory Bulgarians who were citizens of Bulgaria on January 1, 1941 and to repeal all legislative and administrative provisions relating to the annexation or incorporation in Bulgaria of Greek or Yugoslav territory.

3. The Government of Bulgaria will afford to Soviet and other Allied forces freedom of movement over Bulgarian territory in any direction, if in the opinion of the Allied (Soviet) High Command the military situation so requires, the Government of Bulgaria giving to such movements every assistance with its own means of communication, and at its own expense, by land, water and in the air.

4. The Government of Bulgaria will immediately release all Allied prisoners of war and internees. Pending further instructions the Government of Bulgaria will at its own expense provide all Allied prisoners of war and internees, displaced persons and refugees, including nationals of Greece and Yugoslavia, with adequate food, clothing, medical services and sanitary and hygienic requirements, and also with means of transportation for the return of any such persons to their own country.

5. The Government of Bulgaria will immediately release, regardless of citizenship or nationality, all persons held in detention in Bulgaria in connection with their activities in favour of the United Nations, or because of their sympathies with the United Nations' cause or for racial or religious reasons, and will repeal all discriminatory legislation and disabilities arising therefrom.

6. The Government of Bulgaria will cooperate in the apprehension and trial of persons accused of war crimes.

7. The Government of Bulgaria undertakes to dissolve immediately all pro-Hitler or other Fascist political, military, para-military and other organizations on Bulgarian territory conducting propaganda hostile to the United Nations and not to tolerate the existence of such organizations in future.

8. The publication, introduction and distribution in Bulgaria of periodical or non-periodical literature, the presentation of theatrical performances or films, the operation of wireless stations, post, telegraph and telephone services will take place in agreement with the Allied (Soviet) High Command.

9. The Government of Bulgaria will restore all property of the United Nations and their nationals, including Greek and Yugoslav property, and will make such reparation for loss and damage caused by the war to the United Nations, including Greece and Yugoslavia, as may be determined later.

10. The Government of Bulgaria will restore all rights and interests of the United Nations and their nationals in Bulgaria.

11. The Government of Bulgaria undertakes to return to the Soviet Union, to Greece and Yugoslavia, and to the other United Nations by the dates specified by the Allied Control Commission and in a good state of preservation, all valuables and materials removed during the war by Germany or Bulgaria from United Nations' territory and belonging to state public or cooperative organizations, enterprises, institutions or individual citizens such as factory and works equipment, locomotives, rolling stock, tractors, motor vehicles, historic monuments, museum treasures and any other property.

12. The Government of Bulgaria undertakes to hand over as booty to the Allied (Soviet) High Command all war material of Germany and her satellites located on Bulgarian territory, including vessels of the fleets of Germany and her satellites located in Bulgarian waters.

13. The Government of Bulgaria undertakes not to permit the removal or expropriation of any form of property (including valuables and currency), belonging to Germany or Hungary or to their nationals or to persons resident in their territories or in territories occupied by them, without the permission of the Allied Control Commission. The Government of Bulgaria will safeguard such property in the manner specified by the Allied Control Commission.

14. The Government of Bulgaria undertakes to hand over to the Allied (Soviet) High Command all vessels belonging to the United Nations which are in Bulgarian ports, no matter at whose disposal these vessels may be for the use of the Allied (Soviet) High Command during the war against Germany or Hungary in the common interest of the Allies, the vessels to be returned subsequently to their owners.

The Government of Bulgaria will bear full material responsibility for any damage to or destruction of the aforesaid property up to the moment of its transfer to the Allied (Soviet) High Command.

15. The Government of Bulgaria must make regular payments in Bulgarian currency and must supply goods (fuel, foodstuffs, *et cetera*), facilities and services as may be required by the Allied (Soviet) High Command for the discharge of its functions.

16. Bulgarian merchant vessels, whether in Bulgarian or foreign waters, shall be subject to the operational control of the Allied (Soviet) High Command for use in the general interest of the Allies.

17. The Government of Bulgaria will arrange in case of need for the utilization in Bulgarian territory of industrial and transport enterprises, means of communication, power stations, public utility enterprises and installations, stocks of fuel and other materials in accordance with the instructions issued during the armistice by the Allied (Soviet) High Command.

18. For the whole period of the armistice there will be established in Bulgaria an Allied Control Commission which will regulate and supervise the execution of the armistice terms under the chairmanship of the representative of the Allied (Soviet) High Command, and with the participation of representatives of the United States and the United Kingdom.

During the period between the coming into force of the armistice and the conclusion of hostilities against Germany the Allied Control Commission will be under the general direction of the Allied (Soviet) High Command.

19. The present terms will come into force on their signing.

Done at Moscow in quadruplicate, in the Russian, English and Bulgarian languages, the Russian and English texts being authentic.

October 28, 1944.

For the Governments of the United States of America, the Union of Soviet Socialist Republics and the United Kingdom:

J. A. H. GAMMELL, Lt. Gen.,

Representative of the Supreme Allied Commander in the Mediterranean.

F. I. TOLBUKHIN,

Representative of the Soviet High Command.

For the Government of Bulgaria:

P. STAINOV,

D. TERPESHEV,

N. PETKOV,

P. STOYANOV.

II

PROTOCOL

TO THE AGREEMENT CONCERNING AN ARMISTICE WITH BULGARIA

Signed at Moscow, October 28, 1944

At the time of the signing of the Armistice Agreement with the Government of Bulgaria, the Allied Governments signatory thereto have agreed to the following:

1. In connection with Article 9 it is understood that the Government of Bulgaria will immediately make available certain food-stuffs for the relief of the population of Greek and Yugoslav territories which have suffered as a result of Bulgarian aggression. The quantities of each product to be delivered will be determined by agreement between the three governments and will be considered as part of the reparation by Bulgaria for loss and damage sustained by Greece and Yugoslavia.

2. The term "war material" used in Article 12 shall be deemed to include all material or equipment belonging to, used by, or intended for use by enemy military or para-military formations or members thereof.

3. The use by the Allied (Soviet) High Command of Allied vessels handed over by the Government of Bulgaria in accordance with Article 14 of the armistice and the date of their return to their owners will be the subject of discussion and settlement between the Allied governments concerned and the Government of the Soviet Union.

4. It is understood that in the application of Article 15 the Allied (Soviet) High Command will also arrange for provision of Bulgarian currency, supplies, services, *et cetera*, to meet the needs of the representatives of the governments of the United States and United Kingdom in Bulgaria.

Done at Moscow in triplicate, in the Russian and English languages, both the Russian and English texts being authentic.

October 28, 1944.

For the Government of the United States of America:
GEORGE F. KENNAN.

For the Government of the Union of Soviet Socialist Republics:
A. Y. VISHINSKY.

For the Government of the United Kingdom:
ARCHIBALD CLARK KERR.

CANADA

TREATY SERIES, 1944

No. 40

ARMISTICE

WITH

ROUMANIA

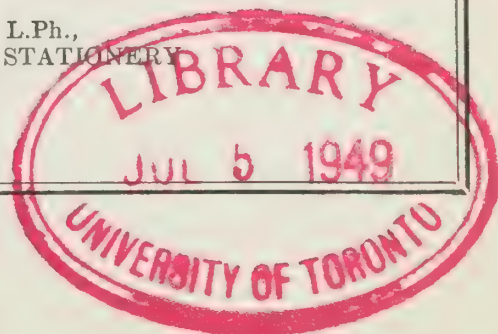
Signed at Moscow, September 12, 1944

AND RELATED DOCUMENTS



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1949

SUMMARY

	PAGE
I. Armistice Agreement with Roumania.....	3
Annexes to the Armistice Agreement.....	7
II. Protocol to the Armistice Agreement.....	8

ARMISTICE WITH ROUMANIA
Signed at Moscow, September 12, 1944

I

ARMISTICE AGREEMENT

The Government and High Command of Roumania, recognizing the fact of the defeat of Roumania in the war against the United Kingdom, the United States of America, the Union of Soviet Socialist Republics, and the other United Nations, accept the armistice terms presented by the Governments of the above-mentioned three Allied Powers, acting in the interests of all the United Nations. (1).

On the basis of the foregoing the representatives of the Allied (Soviet) High Command, Marshal of the Soviet Union R. Y. Malinovski, duly authorized thereto by the Governments of the United Kingdom, the United States of America and of the Soviet Union, acting in the interests of all the United Nations, on the one hand, and the representatives of the Government and High Command of Roumania, Minister of State and Minister of Justice L. Patrascanu, Deputy Minister of Internal Affairs, Adjutant of His Majesty the King of Roumania, General D. Damanceanu, Prince Stirbey, and Mr. G. Popp, on the other hand, holding proper full powers, have signed the following conditions:—

ARTICLE 1

As from the 24th August, 1944, at 4 a.m., Roumania has entirely discontinued military operations against the Union of Soviet Socialist Republics on all theatres of war, has withdrawn from the war against the United Nations, has broken off relations with Germany and her satellites, has entered the war and will wage war on the side of the Allied Powers against Germany and Hungary for the purpose of restoring Roumanian independence and sovereignty, for which purpose she provides not less than 12 infantry divisions with Corps Troops.

Military operations on the part of Roumanian armed forces, including naval and air forces, against Germany and Hungary will be conducted under the general leadership of the Allied (Soviet) High Command.

ARTICLE 2

The Government and High Command of Roumania undertake to take steps for the disarming and interning of the armed forces of Germany and Hungary on Roumanian territory and also for the interning of the citizens of both States mentioned who reside there. (See Annex to Article 2).

ARTICLE 3

The Government and High Command of Roumania will ensure to the Soviet and other Allied forces facilities for free movement on Roumanian territory in any direction if required by the military situation, the Roumanian Government and High Command of Roumania giving such movement every possible assistance with their own means of communication and at their own expense on land, on water and in the air. (See Annex to Article 3).

(1) By Proclamation issued at Ottawa on December 7, 1941, it was declared that a state of war with Roumania existed as and from December 7, 1941.

ARTICLE 4

The State frontier between the Union of Soviet Socialist Republics and Roumania established by the Soviet-Roumanian agreement of the 28th June, 1940, is restored.

ARTICLE 5

The Government and High Command of Roumania will immediately hand over all Soviet and Allied prisoners of war in their hands, as well as interned citizens and citizens forcibly removed to Roumania, to the Allied (Soviet) High Command for return of these persons to their own country.

From the moment of the signing of the present terms and until repatriation, the Roumanian Government and High Command undertake to provide at their own expense all Soviet and Allied prisoners of war as well as forcibly removed and interned citizens and displaced persons and refugees with adequate food, clothing and medical service in accordance with hygienic requirements, as well as with means of transport for return of all these persons to their own country.

ARTICLE 6

The Roumanian Government will immediately set free, irrespective of citizenship and nationality, all persons held in confinement on account of their activities in favour of the United Nations or because of their sympathies with the cause of the United Nations, or because of their racial origin, and will repeal all discriminatory legislation and restrictions imposed thereunder.

ARTICLE 7

The Roumanian Government and High Command undertake to hand over as trophies into the hands of the Allied (Soviet) High Command all war material of Germany and her satellites located in Roumanian territory, including vessels of the fleet of Germany and her satellites located in Roumanian waters.

ARTICLE 8

The Roumanian Government and High Command undertake not to permit the export or expropriation of any form of property (including valuables and currency) belonging to Germany, Hungary or to their nationals or to persons resident in their territories or in territories occupied by them without the permission of the Allied (Soviet) High Command. They will keep this property in such manner as may be prescribed by the Allied (Soviet) High Command.

ARTICLE 9

The Roumanian Government and High Command undertake to hand to the Allied (Soviet) High Command all vessels belonging or having belonged to the United Nations which are located in Roumanian ports, no matter at whose disposal these vessels may be, for the use of the Allied (Soviet) High Command during the period of the war against Germany and Hungary in the general interests of the Allies, the vessels subsequently to be returned to their owners.

The Roumanian Government bear full material responsibility for any damage or destruction of the afore-mentioned property until the moment of transfer of this property to the Allied (Soviet) High Command.

ARTICLE 10

The Roumanian Government must make regular payments in Roumanian currency required by the Allied (Soviet) High Command for the fulfilment of its functions, and will in case of need ensure the use in Roumanian territory of industrial and transportation enterprises, means of communication, power stations, enterprises and installations of public utility, stores of fuel, fuel oil, food and other materials, and services in accordance with instructions issued by the Allied (Soviet) High Command.

Roumanian merchant vessels, whether in Roumanian or foreign waters, shall be subject to the operational control of the Allied (Soviet) High Command for use in the general interest of the Allies. (See Annex to Article 10).

ARTICLE 11

Losses caused to the Soviet Union by military operations and by the occupation by Roumania of Soviet territory will be made good by Roumania to the Soviet Union, but, taking into consideration that Roumania has not only withdrawn from the war but has declared war and in fact is waging war against Germany and Hungary, the parties agree that compensation for the indicated losses will be made by Roumania not in full but only in part, namely, to the amount of 300,000,000 United States dollars, payable over 6 years in commodities (oil products, grain, timber products, sea-going and river craft, sundry machinery, etc.).

Compensation will be paid by Roumania for losses caused to property of other Allied States and their nationals in Roumania during the war, the amount of compensation to be fixed at a later date. (See Annex to Article 11).

ARTICLE 12

The Roumanian Government undertake within periods indicated by the Allied (Soviet) High Command to return to the Soviet Union in complete good order all valuables and materials removed from its territory during the war, belonging to the State, public and cooperative organizations, enterprises, institutions or individual citizens, such as factory and works equipment, locomotives, railway trucks, tractors, motor vehicles, historic monuments, museum valuables and any other property.

ARTICLE 13

The Roumanian Government undertake to restore all legal rights and interests of all the United Nations and their nationals in Roumanian territory as they existed before the war and to return their property in complete good order.

ARTICLE 14

The Roumanian Government and High Command undertake to collaborate with the Allied (Soviet) High Command in the apprehension and trial of persons accused of war crimes.

ARTICLE 15

The Roumanian Government undertake immediately to dissolve all pro-Hitler organizations (of a Fascist type) situated in Roumanian territory whether political, military or para-military, as well as other organizations conducting propaganda hostile to the United Nations, in particular to the U.S.S.R., and will not in future permit the existence of organizations of that nature.

ARTICLE 16

The printing, importation and distribution in Roumania of periodical and non-periodical writings, the presentation of theatrical performances and films, the work of wireless stations, posts, telegraphs, telephones shall be carried out in agreement with the Allied (Soviet) High Command. (See Annex to Article 16).

ARTICLE 17

Roumanian Civil Administration is restored in the whole area of Roumania separated by not less than 50-100 kilom. (depending upon conditions of terrain) from the front line, Roumanian administrative bodies undertaking to carry out,

in the interests of the re-establishment of peace and security, instructions and orders of the Allied (Soviet) High Command issued by them for the purpose of securing the execution of these Armistice terms.

ARTICLE 18

An Allied Control Commission will be established, which will undertake until the conclusion of peace the regulation of and control over the execution of the present terms under the general direction and orders of the Allied (Soviet) High Command acting on behalf of the Allied Powers. (See Annex to Article 18).

ARTICLE 19

The Allied Governments regard the decision of the Vienna Award regarding Transylvania as null and void and are agreed that Transylvania (or the greater part thereof) should be returned to Roumania subject to confirmation at the peace settlement. The Soviet Government agree that Soviet forces shall take part for this purpose in joint military operations with Roumania against Germany and Hungary.

ARTICLE 20

The present terms come into force at the moment of their signing.

Done in Moscow, in four copies, each in Russian, English and Roumanian languages, the Russian and English texts being authentic.

*By authority of the Governments of
the United Kingdom, the United
States of America and of the
Union of Soviet Socialist Repub-
lics:*

MALINOVSKI

*By authority of the Government and
High Command of Roumania:*

L. PATRASCANU

D. DAMANCEANU

B. STIRBEY

G. POPP

12th September, 1944.

ANNEXES TO THE ARMISTICE AGREEMENT

A.—ANNEX TO ARTICLE 2

The measures provided for in Article 2 of the Agreements regarding the internment of citizens of Germany and Hungary now in Roumanian territory do not extend to citizens of those countries who are of Jewish origin.

B.—ANNEX TO ARTICLE 3.

As part of the co-operation of the Roumanian Government and High Command of Roumania mentioned in Article 3 of the Agreement, is to be understood the placing at the disposal of the Allied (Soviet) High Command for use at its discretion during the armistice of all Roumanian military, air and naval constructions and installations, ports, harbours, barracks, warehouses, airfields, means of communication and meteorological stations which might be required for military needs, in completely good order and with the personnel required for their maintenance.

C.—ANNEX TO ARTICLE 10.

The Roumanian Government will withdraw and redeem within such time limits and on such terms as the Allied (Soviet) High Command may specify, all holdings in Roumanian territory of currencies issued by the Allied (Soviet) High Command, and will hand over the currency so withdrawn free of cost to Allied (Soviet) High Command.

D.—ANNEX TO ARTICLE 11.

The basis for settlements of payment of compensation provided for in Article 11 of the Agreement will be the American dollar at its gold parity on the day of the signing of the Agreement, *i.e.*, 35 dollars for one ounce of gold.

E.—ANNEX TO ARTICLE 16.

The Roumanian Government undertake that wireless communication, telegraphic and postal correspondence, correspondence done in cypher and courier correspondence, as well as telephone communication with foreign countries on the part of Embassies, Legations and Consulates situated in Roumania will be conducted in the manner laid down by the Allied (Soviet) High Command.

F.—ANNEX TO ARTICLE 18.

Control over the exact execution of the Armistice terms is entrusted to the Allied Control Commission to be established in conformity with Article 18 of the Armistice Agreement.

The Roumanian Government and its organs shall fulfil all the instructions of the Allied Control Commission arising out of the Armistice Agreement.

The Allied Control Commission will set up special organs or sections, entrusting them respectively with the execution of various functions. In addition, the Allied Control Commission may have its officers in various parts of Roumania. The Allied Control Commission will have its seat in the city of Bucharest.

Moscow, 12th September, 1944.

II

PROTOCOL TO THE ARMISTICE AGREEMENT

On the occasion of the signing of an Armistice with the Government of Roumania, the Allied Governments signatory thereto are agreed:

1. That paragraph 1 of Article 5 of the Armistice Agreement defines the obligations undertaken by the Roumanian Government in regard to the surrender to the Allied Authorities of Allied prisoners of war and Allied citizens interned in or forcibly removed to Roumania. Each Allied Government shall decide which of its nationals shall or shall not be repatriated.

2. That the term "war material" used in Article 7 shall be deemed to include all material or equipment belonging to, used by or intended for the use by, enemy military or para-military formations or members thereof.

3. That the use by the Allied (Soviet) High Command of Allied vessels handed back by the Government of Roumania in accordance with Article 9 of the armistice and the date of their return to their owners will be matters for discussion and settlement between the Allied Governments concerned and the Government of the Soviet Union.

Done in Moscow in three copies, each in the English and Russian languages, both English and Russian texts being authentic.

*By authority of the
Government of the
United Kingdom:*
ARCHIBALD CLARK
KERR

*By authority of the
Government of the
United States of
America:*
W. A. HARRIMAN

*By authority of the
Government of the
Union of Soviet
Socialist Republics:*
A. Y. VYSHINSKI

12th September, 1944.

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Canada External Affairs Bk 10

(CANADA)

TREATY SERIES, 1944

No. 41

EXCHANGE OF NOTES

(April 8, 1944)

BETWEEN

CANADA AND VENEZUELA

RENEWING

THE COMMERCIAL *MODUS VIVENDI*
OF MARCH 26, 1941

In Force April 8, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
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SUMMARY

	Page
I. Note, dated April 8, 1944, from the British Minister to Venezuela, to the Minister for Foreign Affairs of Venezuela	3
II. Note, dated April 8, 1944, from the Minister for Foreign Affairs of Venezuela, to the British Minister to Venezuela:	
Spanish text	3
English translation	4

EXCHANGE OF NOTES (APRIL 8, 1944) BETWEEN CANADA AND
VENEZUELA PROVIDING FOR THE RENEWAL OF THE COM-
MERCIAL *MODUS VIVENDI* OF MARCH 26, 1941.*

I

*The British Minister to Venezuela
to the Minister for Foreign Affairs of Venezuela*

BRITISH LEGATION

Caracas, April 8, 1944.

No. 29.

Your Excellency,

I have the honour, with reference to Mr. Anderson's Note No. 37 (43/3/43) of April 9, 1943, to place on record that I have been authorized by the Government of Canada, and in mutual accord with the Government of the United States of Venezuela, to renew without modification, for a further period of one year, that is to say, until April 9, 1945, the *modus vivendi* which regulates the commercial relations between the two countries, signed at Caracas on March 26, 1941.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

D. ST. CLAIR GAINER,
British Minister to Venezuela.

II

*The Foreign Minister of Venezuela
to the British Minister to Venezuela*

MINISTERIO DE RELACIONES EXTERIORES: DIRECCION DE POLITICA ECONOMICA
SECCION DE ECONOMIA

Caracas, 8 de abril de 1944.

No. 950.

Señor Ministro:

Tengo a honra dejar constancia por la presente nota de que he sido autorizado por mi Gobierno para renovar sin modificaciones por el término de un año, hasta el 9 de abril de 1945, el *modus-vivendi* comercial concluído entre los Estados Unidos de Venezuela y Canadá, en Caracas, el 26 de marzo de 1941.

Válgome de la oportunidad para renovar a V.E. las seguridades de mi alta consideración.

C. PARRA-PEREZ.

*For the text of the *modus vivendi* of March 26, 1941, see *Canada Treaty Series* 1941, No. 5.

(Translation)

MINISTRY OF FOREIGN AFFAIRS—DEPARTMENT OF POLITICAL ECONOMY
ECONOMIC SECTION

Caracas, April 8, 1944.

No. 950.

Señor Ministro,

I have the honour to inform you by the present Note, that I have been authorized by my Government to renew without modification for the period of one year, until the 9th April, 1945, the commercial *modus vivendi* concluded between the United States of Venezuela and Canada in Caracas on 26th March, 1941.

I avail myself of this opportunity to renew to Your Excellency the assurance of my high consideration.

C. PARRA-PEREZ,
Foreign Minister of Venezuela.

(CANADA)

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No. 42

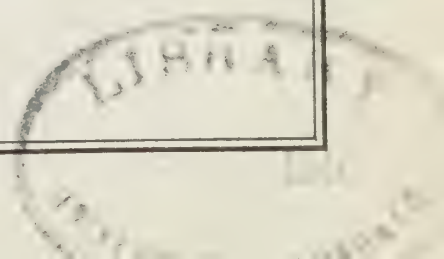
INDEX

TO

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INDEX

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For an index to previous Treaty Series see:

Treaty Series 1940, No. 16: General Index to Treaty Series,
1928-40.

Treaty Series 1941, No. 21: Index to Treaty Series, 1941.

Treaty Series 1942, No. 27: Index to Treaty Series, 1942.

Treaty Series 1943, No. 22: Index to Treaty Series, 1943.

INDEX TO TREATY SERIES, 1944

SECTION 1.—MULTILATERAL TREATIES

Instrument	Date of Signature	Deposit of Canadian Ratification	Treaty Series No.
Protocol (London) amending the International Agreement of 8th June, 1937, for the Regulation of Whaling.....	Feb. 7, 1944	Aug. 24, 1944	20
Final Act of the United Nations Monetary and Financial Conference held at Bretton Woods from July 1 to July 22, 1944, with <i>Annexes</i> ...	July 22, 1944	Not required	37
<i>Annex A</i> : International Monetary Fund Agreement (Washington)..... Deposit of Canadian acceptance.....	Dec. 27, 1945	Dec. 27, 1945	37
<i>Annex B</i> : International Bank for Reconstruction and Development Agreement (Washington)..... Deposit of Canadian acceptance.....	Dec. 27, 1945	Dec. 27, 1945	37
<i>Annex C</i> : Summary of Agreements of Bretton Woods Conference.....			37
Agreements (London) on principles having reference to the continuance of co-ordinated control of merchant shipping.....	Aug. 5, 1944	Not required	28
Armistice Agreement (Moscow) with Roumania (with Annex and Protocol).....	Sep. 12, 1944	Not required	40
Armistice Agreement (Moscow) with Finland.	Sep. 19, 1944	Not required	38
Protocol (Moscow) between Canada, the United Kingdom and the Union of Soviet Socialist Republics providing for the payment by the U.S.S.R. of a compensation to Canada for nickel mines at Petsamo.....	Oct. 8, 1944	Not required	29, 38
Armistice Agreement (Moscow) with Bulgaria.	Oct. 28, 1944	Not required	39
Final Act of the International Civil Aviation Conference held at Chicago from November 1 to December 7, 1944, with <i>Appendices</i>	Dec. 7, 1944	Not required	36
<i>Appendix I</i> : Interim Agreement on International Civil Aviation (Chicago)..... Deposit of Canadian acceptance.....	Dec. 7, 1944	Dec. 30, 1944	36
<i>Appendix II</i> : Convention on International Civil Aviation (Chicago).....	Dec. 7, 1944	Feb. 13, 1946	36
<i>Appendix III</i> : International Air Services Agreement (Chicago)..... Signed by Canada..... Deposit of Canadian acceptance.....	Dec. 7, 1944 Feb. 10, 1945	Feb. 10, 1945	36
<i>Appendix IV</i> : International Air Transport Agreement (Chicago)..... Not signed as yet by Canada.	Dec. 7, 1944		
<i>Appendix V</i> : Drafts of Technical Annexes (Not printed).			

SECTION 1.—MULTILATERAL TREATIES—*Concluded*

Instrument	Date of Signature	Deposit of Canadian Ratification	Treaty Series No.
Convention (Washington) modifying the Inter- national Sanitary Convention signed at Paris on June 21, 1926 as modified by the Sanitary Convention signed at Paris in 1938.....	Jan. 15, 1945	Nov. 20, 1945	32
Convention (Washington) modifying the Inter- national Sanitary Convention for Aerial Navig- ation signed at The Hague on April 12, 1933..	Jan. 15, 1945	Nov. 20, 1945	33

SECTION 2.—BILATERAL TREATIES

Instrument	Date of Signature	Deposit of Canadian Ratification	Treaty Series No.
AUSTRALIA— Agreement (Ottawa) on the principles apply- ing to the provision by Canada of Canadian war supplies to the Commonwealth of Aus- tralia under the War Appropriation (United Nations Mutual Aid) Act of Canada, 1943..	Mar. 9, 1944	Mar. 9, 1944	5
BRAZIL— Exchange of Notes (Rio de Janeiro). Cultural relations.....	May 24, 1944	Not required	15
CHINA— Agreement (Ottawa) on the principles apply- ing to the provision by Canada of Canadian war supplies to China under the War Appro- priation (United Nations Mutual Aid) Act of Canada, 1943.....	Mar. 22, 1944	Mar. 22, 1944	9
Treaty (Ottawa). Relinquishment of extra- territorial rights and the regulation of related matters (with Exchange of Notes).....	Apr. 14, 1944	Apr. 3, 1945	11
FRANCE— Agreement (Ottawa) on the principles apply- ing to the provision by Canada of Canadian war supplies to the French Committee of National Liberation under the War Appro- priation (United Nations Mutual Aid) Act of Canada, 1943.....	Apr. 14, 1944	Apr. 14, 1944	12
INDIA— Agreement (Ottawa) on the principles apply- ing to the provision by Canada of Canadian war supplies to India under the War Appro- priation (United Nations Mutual Aid) Act of Canada, 1943 and 1944.....	Nov. 17, 1944	Nov. 17, 1944	31
MEXICO— Exchange of Notes (Mexico). Conscription for military service in Canada and Mexico..	Feb. 29, 1944	Not required	7
NEWFOUNDLAND— Exchange of Notes (St. John's). Settlement of claims arising out of traffic accidents involving Canadian and Newfoundland vehi- cles	Feb. 7, 1944	Not required	6
Exchange of Notes (St. John's) prolonging for a further period of one year the agreement on the operation of a commercial air service to Newfoundland by Trans-Canada Air Lines effected by an exchange of notes of February 6, 7, 9 and 27, 1942.....	Mar. 2, 1944	Not required	8
Exchange of Notes (St. John's) recording per- mission for Canadian fishing vessels to land salt and fish in Newfoundland for temporary storage in bond during the calendar year 1944.....	May 15, 1944	Not required	14
Memorandum of an Agreement (St. John's). Establishment of an air base at Goose Bay, Labrador.....	Oct. 10, 1944	Oct. 10, 1944	30

SECTION 2.—BILATERAL TREATIES—*Continued*

Instrument	Date of Signature	Deposit of Canadian Ratification	Treaty Series No.
NEW ZEALAND—			
Agreement (Ottawa) on the principles applying to the provision by Canada of Canadian war supplies to New Zealand under the War Appropriation (United Nations Mutual Aid) Acts of Canada, 1943 and 1944.....	Jun. 28, 1944	Jun. 28, 1944	18
UNION OF SOUTH AFRICA—			
Exchange of Notes (Pretoria) amending for the period 30th August to 31st December, 1944 inclusive the Trade Agreement signed at Ottawa on 20th August, 1932.....	Jul. 31, 1944	Not required	27
UNION OF SOVIET SOCIALIST REPUBLICS—			
Agreement (Ottawa) on the principles applying to the provision by Canada of Canadian war supplies to the Union of Soviet Socialist Republics under the War Appropriation (United Nations Mutual Aid) Act of Canada, 1943.....	Feb. 11, 1944	Feb. 11, 1944	4
UNITED KINGDOM—			
Agreement (Ottawa) on the principles applying to the provision by Canada of Canadian war supplies to the United Kingdom under the War Appropriation (United Nations Mutual Aid) Act of Canada, 1943.....	Feb. 11, 1944	Feb. 11, 1944	3
UNITED STATES OF AMERICA—			
Exchange of Notes (Ottawa). Construction and operation of radio broadcasting stations in Northwestern Canada.....	Jan. 17, 1944	Not required	1
Exchange of Notes (Ottawa) renewing for a period of six months from January 26, 1944 Canada's permission to Pan-American Airways Incorporated to fly over Canada between Juneau (Alaska) and Seattle (Washington) granted by Note of the 18th September, 1940.....	Jan. 26, 1944	Not required	2
Exchange of Notes (Ottawa). Settlement of claims arising out of traffic accidents involving Canadian and United States vehicles..	Mar. 23, 1944	Not required	10
Exchange of Notes (Washington). Temporary additional diversion of water at Niagara for power purposes.....	May 3, 1944	Not required	13
Exchange of Notes (Ottawa) renewing Canada's permission to Pan-American Airways Incorporated to fly over Canada between Juneau (Alaska) and Seattle (Washington).....	Jul. 22, 1944	Not required	21
Exchange of Notes (Washington). Agreement to facilitate the ascent of salmon in Hell's Gate Canyon and elsewhere in the Fraser River system	Aug. 5, 1944	Not required	22

SECTION 2.—BILATERAL TREATIES—*Concluded*

Instrument	Date of Signature	Deposit of Canadian Ratification	Treaty Series No.
UNITED STATES OF AMERICA—(continued)			
Exchange of Notes (Ottawa). Discovery and development of oil fields in Northwestern Canada.....	Jun. 7, 1944	Not required	16
Convention (Ottawa) for the avoidance of double taxation and of preventing fiscal evasion in the case of estate taxes and succession duties.....	Jun. 8, 1944	Dec. 28, 1944	17
Exchange of Notes (Washington). Payment of expenditures on defence installations in Canada and in Labrador.....	Jun. 27, 1944	Not required	19
Exchange of Notes (Ottawa) recording Canada's permission to Pan-American Airways Incorporated to fly into, through and away from Canada and to use the airports at Botwood and Gander Lake (Newfoundland) in connection with the operation of its Atlantic services.....	Sep. 1, 1944	Not required	24
Exchange of Notes (Ottawa) recording Canada's permission to American Export Airlines Incorporated to fly into, through and away from Canada and to use the airports at Botwood and Gander Lake (Newfoundland) in connection with the operation of its Atlantic services.....	Sep. 1, 1944	Not required	25
Exchange of Notes (Washington) extending the agreement of Nov. 10, 1941 for the temporary raising of the level of Lake St. Francis.....	Sep. 7, 1944	Not required	26
Exchange of Notes (Ottawa) amending Canada's permission to Pan-American Airways Incorporated to fly over Canada between Juneau (Alaska) and Seattle (Washington).....	Sep. 8, 1944	Not required	23
Exchange of Notes (Washington). Postwar dispositions of United States defence projects in Canada.....	Dec. 20, 1944	Not required	35
Exchange of Notes (Ottawa). Acquisition of land for United States defence projects in Canada.....	Dec. 30, 1944	Not required	34
VENEZUELA— Exchange of Notes (Caracas) renewing the commercial <i>modus vivendi</i> of March 26, 1941	Apr. 8, 1944	Not required	41

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